

October 14, 2024 – 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
Minnie Diallo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Michael King, Assistant City Manager
Thomas Hedegard, Deputy City Manager
Stephen Sealy, Chief of Police
Teresa Vargas, Government Services
Director / City Clerk
Brad Taylor, City Engineer
Tony Fernandes, Information Systems Director
Cari James, Finance Director
Juliana Burns, Human Resources Director
Rick Caguiat, Community Development
Director
Todd Sebastian, Parks and Recreation
Director

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.



October 14, 2024 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING

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

<https://www.zoomgov.com/j/1613950092?pwd=bllF76Pk3k11hyfUaKfShalatABtOb.1>

- ✦ During the meeting, those joining ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✦ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✦ Meeting Webinar ID: 161 395 0092/ Passcode: 894414
- ✦ 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. Please reference the Agenda Item or Public Comment Matter, and the date of the City Council Meeting, in your written communication.
- ✦ Questions or comments submitted by email 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 the City Council, a card must be submitted to the City Clerk indicating the 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 in speaking, 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, OCTOBER 14, 2024
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 LIABILITY CLAIM - Pursuant to Government Code Section 54956.95

Claimant: Fernando Flores

Agency Claimed Against: City of Lathrop

1.2.2 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) and 54956.9(e)(1)

- 1 Potential Case(s)

RECONVENE

1.2.3 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 PRESENTATION OF LIFETIME ACHIEVEMENT AWARD PRESENTED TO BENNIE GATTO

2.2 INTRODUCTION OF NEW EMPLOYEES

Public Works Department

- Alberto Navarro, Building Inspector
- Emmanuel Mondragon, Maintenance Worker

Police Department

- Alejandra Maldonado, Police Officer

2.3 PRESENTATION REGARDING LOCAL GOVERNMENT EDUCATIONAL FORUM PRESENTATION BY PG&E

2.4 ECONOMIC DEVELOPMENT QUARTERLY UPDATE & PRESENTATION REGARDING "A CITY'S ROLE IN ATTRACTING NEW BUSINESS: BALANCING COMMUNITY WANTS AND RETAILER NEEDS"

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 in speaking, 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 City Council majority, 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 City Council Meeting of September 9, 2024
- 4.3 CITY COUNCIL MEETING SCHEDULE FOR NOVEMBER DUE TO HOLIDAY
Set Special Meeting Date for November 18, 2024, in Lieu of the Regular Meeting Scheduled for November 11, 2024, due to the Veteran's Day Holiday
- 4.4 TABLE SPONSORSHIP AT THE POLICE CHIEF'S BLACK-TIE BALL, A NIGHT AMONG HEROES
Approve City Participation and Table Sponsorship at the Police Chief's Black-Tie Ball, A Night Among Heroes by Manteca Police Chief's Foundation on November 2, 2024, in Manteca, California
- 4.5 ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY
Adopt Resolution Approving the Annual Investment Policy for Fiscal Year 2024-25
- 4.6 VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA
Adopt Resolution Validating the 2023 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area, Acting as the Land Use Agency
- 4.7 APPROVE PLANNING FEE WAIVER REQUEST BY GLOBAL SEVA FOUNDATION (TUP-24-131)
Adopt Resolution Waiving the Temporary Use Permit Application Processing and Document Retention Fees for the Global Seva Foundation, in the Combined Amount of \$392
- 4.8 APPROVE PLANNING FEE WAIVER REQUEST BY HOME CHURCH (TUP-24-138)
Adopt Resolution Waiving the Temporary Use Permit Application Processing and Document Retention Fees for Home Church, in the Combined Amount of \$392
- 4.9 APPROVE PARTICIPATION IN THE SAN JOAQUIN REGIONAL HOUSING FUND
Adopt Resolution Approving Participation in the San Joaquin Regional Housing Fund Administered by the San Joaquin Council of Governments Board of Directors

- 4.10 APPROVE PURCHASE OF PROJECT MANAGEMENT SOFTWARE AND SUPPORT SERVICES FROM EC AMERICA, INC., AND APPROVE BUDGET AMENDMENT
 Adopt Resolution to Approve the Purchase of Project Management Software and Support Services from EC America, Inc., and Approve Budget Amendment
- 4.11 APPROVE TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT
 Adopt Resolution Approving Task Order No. 12 with Crane Transportation Group for the Preparation of the 2024 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018, and Related Budget Amendment
- 4.12 APPROVE REIMBURSEMENT AGREEMENT FOR THE MURPHY PARKWAY EXTENSION IMPROVEMENTS WITHIN THE CROSSROADS AREA AND ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH EP NO. 2020-41
 Adopt Resolution Approving a Reimbursement Agreement for Design and Construction of the Murphy Parkway Extension within the Crossroads Area with Prologis, Inc. and an Adjustment to the GASB 34 Report Associated with Encroachment Permit No. 2020-41
- 4.13 APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH O'DELL ENGINEERING, INC., FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT
 Adopt Resolution to Approve Amendment No. 2 to the Professional Engineering Services Agreement with O'Dell Engineering, Inc., for the Historic Lathrop Beautification Project, CIP GG 24-23, and Approve Budget Amendment
- 4.14 APPROVE PURCHASE OF SWARCO MCCAIN, INC., AND ITERIS, INC., PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT
 Adopt Resolution Approving the Purchase of Swarco McCain Inc., and Iteris, Inc., Products for the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01 and Approve Budget Amendment
- 4.15 APPROVE CONTRACT CHANGE ORDER NO. 2 WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT
 Adopt Resolution to Approve Contract Change Order No. 2 with DSS Company, dba Knife River Construction, for Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 and Approve Budget Amendment

- 4.16 APPROVE AMENDMENT NO. 3 WITH CAROLLO ENGINEERS, INC., FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36
Adopt Resolution Approving Amendment No. 3 with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36
- 4.17 APPROVE AMENDMENT NO. 4 WITH PACE, INC., AND BUDGET AMENDMENT FOR CTF PHASE 3 EXPANSION, CIP WW 22-38
Adopt Resolution to Approve Amendment No. 4 with Pacific Advanced Civil Engineering, Inc., and Approve Budget Amendment for CTF Phase 3 Expansion, CIP WW 22-38
- 4.18 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 21-02, FROM YOSEMITE LATHROP 2, LLC., LOCATED WITHIN THE LATHROP GATEWAY BUSINESS PARK
Adopt Resolution Accepting Public Improvements Associated with the Subdivision Improvement Agreement for Parcel Map 21-02, from Yosemite Lathrop 2, LLC., Located within the Lathrop Gateway Business Park
- 4.19 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-98, LOCATED AT 1700 E LOUISE AVENUE FROM CBC STEEL BUILDINGS, LLC
Adopt Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-98, Located at 1700 E Louise Avenue from CBC Steel Buildings, LLC
- 4.20 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING INC., FOR CIP PK 20-02, MILESTONE PARK IMPROVEMENTS
Adopt Resolution to Accept Public Improvements Constructed by Stockbridge General Contracting, Inc., for CIP PK 20-02, Milestone Park Improvements and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.21 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXINS PACIFIC EXCAVATION, INC., FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01, APPROVE CONTRACT CHANGE ORDER NO. 2, AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Accept Public Improvements Constructed by Tim Paxin's Pacific Excavation, Inc., for the Installation of Traffic Signal Network Cabinets, CIP PS 23-01, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance, Payment Bonds, Approve Contract Change Order No. 2, and Approve Budget Amendment

- 4.22 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC., FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND APPROVE BUDGET AMENDMENT
 Adopt Resolution to Accept Public Improvements Constructed by MG and JC Concrete, Inc., for Reconstruction of Mossdale Elementary School Curb Ramps, CIP PS 24-07, to Ratify City Manager's Action to Execute Contract Change Order No. 1, and to Approve Budget Amendment
- 4.23 CREATE CIP PK 25-13 SANGALANG PARK SHADE SHELTER, AWARD CONSTRUCTION CONTRACT TO B&M BUILDERS, INC., AND APPROVE BUDGET AMENDMENT
 Adopt Resolution to Create CIP PK 25-13 Sangalang Park Shade Shelter, Award Construction Contract to B&M Builders, Inc., and Approve Budget Amendment
- 4.24 CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT
 Adopt Resolution to Create Capital Improvement Project PS 25-04 for Roth Road Pavement Rehabilitation, to Award a Construction Contract to George Reed, Inc., to Approve a Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement
- 4.25 CREATE CIP PS 25-12 RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON TRANSPORTATION CONSULTANTS, INC., AND APPROVE BUDGET AMENDMENT
 Adopt Resolution Approving the Creation of CIP PS 25-12 River Islands Parkway and Oberlin Avenue Traffic Signal and Approving a Professional Services Agreement with Hexagon Transportation Consultants, Inc., and Approve Budget Amendment
- 4.26 CREATE CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM IMPROVEMENTS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BLACK WATER CONSULTING ENGINEERS
 Adopt Resolution to Approve the Creation of CIP PW 25-10 East Lathrop Water Distribution System Improvements, Approve Associated Budget Amendment and Approve a Professional Services Agreement with Black Water Consulting Engineers

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

- 4.27 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 31 LOTS IN TRACT 4180 VILLAGE 1 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS
Adopt Resolution to Approve Final Map for Tract 4180 Village 1 Unit 2 within the West Village District, Totaling 31 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 2, LLC

- 4.28 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4231 VILLAGE 26 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 4231 Village 26 Unit 1 within the West Village District, Totaling 33 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

- 4.29 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 77 LOTS IN TRACT 4237 VILLAGE 25 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 4237 Village 25 within the West Village District, Totaling 77 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2025 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT
City Council to Consider the Following:
 - 1. Hold a Public Hearing; and
 - 2. Adopt Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2025

- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) APPROVING AN AMENDMENT TO THE ASHLEY FURNITURE PROJECT CONDITIONAL USE PERMIT NO. CUP-23-08
City Council to Consider the Following:
 - 1. Hold a Public Hearing; and
 - 2. Adopt Resolution Approving an Amendment to the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 Regarding Allowable Land Uses, Modification to the Conditions of Approval, and Extension of the Project Expiration Date

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CITY OF LATHROP 2024 CAPITAL FACILITY FEE STUDY UPDATE AND THE FEES RECOMMENDED THEREIN

City Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution to Approve the City of Lathrop 2024 Capital Facility Fee Study Update and the Fees Recommended Therein

5.4 PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13, PUBLIC SERVICES

City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Adopt Amendments to the Lathrop Municipal Code (LMC) to Update Chapter 13.04 Water Service System, Chapter 13.16 Sewer Service System and Chapter 13.20 Utility Rates and Charges in Title 13, Public Services, Including:
 - Chapter 13.04 (Water Service System): Add (D) To 13.04.155 To Read "A Water Service Customer Who Presents A Current Military Identification Card Or Veterans Identification Card Shall Receive A 10% Reduction In Their Monthly Service Charge By Meter Size. The Commodity Rate Shall Not Be Reduced."
 - Chapter 13.16 (Sewer Service System): Add (D) To 13.16.255 To Read "A Sewer Service Customer Who Presents A Current Military Identification Card Or Veterans Identification Card Shall Receive A 10% Reduction In Their Flat Monthly Service Charge."
 - Chapter 13.20 (Utility Rates and Charges): Revise 13.20.020 (E) To Read "A Fee [of] Thirty-Five and No/100ths (\$35.00) Dollars Shall Be Charged For Restoring Water Service To The Same User When It Is Discontinued For Failure To Pay A Delinquent Account."
 - Chapter 13.20 (Utility Rates and Charges): Add (F) To 13.20.020 To Read "In The Event It Is Necessary To Lock A Water Meter Because Of A Delinquency And The Lock Is Subsequently Found Damaged Or Cut, A Fee Of Fifty And no/100ths (\$50.00) Dollars Shall Be Charged In Addition To The Fee Set Forth In Subsection (E) Of This Section."

5.5 REVIEW AND PROVIDE DIRECTION ON CONCEPTUAL PLAN FOR CIP PK 24-04 MOSSDALE LANDING COMMUNITY PARK IMPROVEMENTS

Council to Review and Provide Direction on Conceptual Plan for CIP PK 24-04 Mossdale Landing Community Park Improvements

- 5.6 REVIEW AND PROVIDE DIRECTION ON DESIGN CONCEPT OPTIONS FOR STONEBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, CREATE CIP PS 25-14 AND APPROVE BUDGET AMENDMENT
Provide Direction on a Design Option for Stonebridge Community Sidewalk and Landscape Project, Create CIP PS 25-14 and Approve Budget Amendment
- 5.7 REVIEW SURVEY RESULTS AND PROVIDE DIRECTION ON TRANSPORTATION FOR LATHROP HIGH SCHOOL
Council to Review Survey Results and Provide Direction on Transportation for Lathrop High School
- 5.8 CITY COUNCIL DISCUSSION REGARDING BOAT PARKING ON RESIDENTIAL DRIVEWAYS ON A CASE-BY-CASE BASIS
City Council to Discuss and Provide Staff Direction Regarding Boat Parking on Residential Driveways On A Case-By-Case Basis

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Appoint One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, Plus Full Term of Four (4) Years, Ending December 31, 2028, due to Unexpired Term Vacancy
 - One (1) Application Received
- 6.2 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL – Use of Measure D Funds for Family Entertainment in East Lathrop
- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
 - *Ava Community Energy (Diallo/Torres-O'Callaghan)*
 - *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Dhaliwal/Diallo)*
 - *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
 - *Local Agency Formation Commission (LAFCo) (Diallo)*
 - *Reclamation District 17 Joint Powers Authority (Salvatore)*
 - *San Joaquin Partnership Board of Directors (Salvatore)*
 - *San Joaquin County Commission on Aging (Vacancy)*
 - *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/Torres-O'Callaghan)*
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director, City Clerk

ITEM 4.2

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 9, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:30 p.m. The Regular Meeting reconvened at 7:04 p.m.

- 1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:30 p.m.
- 1.2 CLOSED SESSION
 - 1.2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8
Address: APN 190-020-27, 700 Dos Reis Road, Lathrop, CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Debbie Rock
Under Negotiation: Terms of Lease and Settlement Agreements
 - 1.2.2 LIABILITY CLAIM - Pursuant to Government Code Section 54956.95
Claimant: Aspire General Insurance Company as Subrogee of Michael Ovando
Agency Claimed Against: City of Lathrop

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:04 p.m.

1.2.3 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided pursuant to all matters under 1.2; the City Council approved the terms of real property acquisition under 1.2.1 (4-0 vote), which included a purchase in the amount of \$1,350,000; and denied the claim under Item 1.2.2 (4-0 vote); no other reportable action.

- 1.3 ROLL CALL
 - Present: Mayor Dhaliwal; Vice Mayor Diallo
Councilmembers: Akinjo and Torres-O’Callaghan
 - Absent: Councilmember Lazard
- 1.4 INVOCATION – Pastor Troy Stein, New Life Church, provided the invocation.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Engineer Brad Taylor reported a grant award in the amount of \$480,000, from the Federal Highway Administration Safe Streets and Roads for All (SS4A) Program, which will be used to develop a Comprehensive Roadway Safety Action Plan. A question and answer period ensued regarding various traffic related topics.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Vice Mayor Diallo declared a conflict of interest with Item 4.23 and Item 4.24, due to an agreement with the River Islands Development.

2. PRESENTATIONS

2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP SUNRISE ROTARY FOR THEIR COMMUNITY VOLUNTEER WORK INSTALLING AMERICAN FLAGS THROUGHOUT THE CITY OF LATHROP DURING THE HOLIDAYS

Councilmember Akinjo, on behalf of the City Council, presented a Certificate of Recognition to members to the Lathrop Sunrise Rotary Club for their community volunteer work in installing American Flags throughout the city during the holidays.

2.2 PROCLAMATION DECLARING SEPTEMBER 2024 AS FIRST RESPONDER APPRECIATION MONTH

Mayor Dhaliwal, on behalf of the City Council, presented proclamations to Members of the Lathrop-Manteca Fire District and the Lathrop Police Department declaring September 2024 as First Responder Appreciation Month.

2.3 PROCLAMATION DECLARING HISPANIC HERITAGE MONTH FROM SEPTEMBER 15, 2024 – OCTOBER 15, 2024

Councilmember Torres-O’Callaghan, on behalf of the City Council, presented a proclamation declaring September 15, 2024, through October 15, 2024, as Hispanic Heritage Month.

2.4 INTRODUCTION OF NEW EMPLOYEES

Assistant City Manager Michael King introduced new Public Works Department employees: Project Manager Zachary Karver, Project Manager Leisser Mazariego, and Electrician Instrument Technician Rodolfo Rodriguez.

City Employees not available for introduction: Building Inspector Alberto Navarro, and Police Officer Alejandra Maldonado. Introductions will be rescheduled to a future meeting.

2.5 PRESENTATION REGARDING BROADBAND INFRASTRUCTURE MASTER PLAN PROJECT, CIP GG 24-24

City Manager Stephen Salvatore provided a brief project introduction. Information Systems Director Tony Fernandes and City Consultant Will Morat, Senior Broadband Consultant with Entrust provided the presentation, which included various topics such as the project background, project goals, scope of work, assessment of assets, market analysis, conceptual network design, and project costs, amongst other matters. A question and answer period followed.

3. CITIZEN'S FORUM

Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte provided an overview of various legislative updates and activities for California's 13th District. Ramandeep Singh (in person speaker) provided information regarding Mech Finix Labs, a research institute specializing in electronics and robotics for STEM Education. Mansoor Fazel (in person speaker) expressed concern regarding pedestrian access to Champions Park.

4. CONSENT CALENDAR

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved the Consent Calendar, except Items *4.23 and 4.24, by the following roll call vote, unless otherwise indicated:

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

**Items 4.23 and 4.24 were voted on separately from the regular Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of June 10, 2024.

4.3 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of July 8, 2024.

4.4 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of August 12, 2024.

4.5 APPROVAL OF MINUTES

Approved Minutes for the Special City Council Meeting of August 19, 2024.

4.6 2024 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT

Adopted **Resolution 24-5621** adopting an Amended Conflict of Interest Code.

4.7 APPROVE CONTRACT AMENDMENTS FOR THE CITY MANAGER, CITY ATTORNEY & POLICE CHIEF

Adopted **Resolution 24-5622** approving Amendment Number Six to the City Manager Employment Agreement, Amendment Number Four to the City Attorney Employment Agreement, and Amendment Number One to the Police Chief Employment Agreement.

4.8 TREASURER'S REPORT FOR JUNE 2024

Approve Quarterly Treasurer's Report for June 2024.

4.9 TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER & FUNDRAISER TO COMMEMORATE SEPTEMBER 11, 2001

Adopted **Resolution 24-5623** ratifying participation and table sponsorship at the 22nd Annual Memorial Dinner and Fundraiser by Jass Sangha at the Lake Front Resort, commemorating September 11, 2001, held on September 8, 2024, in Tracy, California.

4.10 APPROVE OUT OF STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE SWAT VEHICLE FOR UPFITTING

Pulled by Vice Mayor Diallo. A question and answer period ensued. Police Chief Stephen Sealy provided additional information.

Adopted **Resolution 24-5624** approving out of state travel for two (2) Lathrop Police Department staff members to drop-off and pick-up the Lathrop Police Department's SWAT Vehicle for upfitting in Reno, NV.

4.11 RATIFY THE PURCHASE OF (9) NINE VEHICLES WITH PHIL LONG FORD OF DENVER, LLC., FOR THE LATHROP POLICE DEPARTMENT

Adopted **Resolution 24-5625** ratifying the purchase of nine (9) vehicles from Phil Long Ford of Denver, LLC. for the Lathrop Police Department.

4.12 APPROVE EMERGENCY SERVICE CONTRACTS WITH NEXTGEN ALPHA UPFITTING AND MANTECA COLLISION PROS FOR POLICE VEHICLE UPFITTING AND PAINT SERVICES

1. Adopted **Resolution 24-5626** approving an Emergency Service Contract with NextGen Alpha upfitting for the purchase and installation of police vehicle equipment; and
2. Adopted **Resolution 24-5627** approving an Emergency Service Contract with Manteca Collision Pros for autobody paint and decal services for police vehicles.

4.13 APPROVE AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5628** approving Amendment No. 5 to the Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04, and approving related budget amendment.

4.14 AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF THE TRAFFIC SAFETY (OTS)

Pulled by Councilmember Akinjo. A question and answer period ensued. Police Captain Tracie Shea provided additional information.

Adopted **Resolution 24-5629** authorizing the Chief of Police to accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award, in the amount of \$81,500 from the State of California Office of Traffic Safety (OTS).

4.15 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18

Adopted **Resolution 24-5630** accepting public improvements constructed by George Reed, Inc. for the Class II Bikeways to Ace Station, CIP PS 22-18, authorizing the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09

Adopted **Resolution 24-5631** accepting public improvements constructed by Dirt Dynasty, Inc. for sidewalk infill at "J" Street and 5th Street intersection, CIP PS 23-09, authorizing the filing of a Notice of Completion, the release of contract retention, and the release of Performance and Payment Bonds.

- 4.17 AWARD CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADS) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5632** awarding a Construction Contract to Automatic Door Systems (ADS) Inc. for the Lathrop Police Department ADA Improvements Project, CIP GG 23-14 and approving a budget amendment.

- 4.18 AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5633** awarding a Construction Contract to Bockmon & Woody, Inc. for construction of the South Lathrop Surveillance System Project, CIP GG 23-19, and approving a budget amendment.

- 4.19 AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5634** awarding a Construction Contract to Frontline General Engineering Construction, Inc. for construction of the Lathrop Gateway Arches Project, CIP GG 24-23, and approving a budget amendment.

- 4.20 AWARD CONSTRUCTION CONTRACT TO MG & JC CONCRETE, INC. FOR CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK PROJECT, CIP PS 24-07

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 24-5635** awarding a Construction Contract to MG & JC Concrete, Inc. for the construction of the Towne Centre Drive Raised Crosswalk Project, CIP PS 24-07.

- 4.21 CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS WITH MG & JC CONCRETE INC. AND JOHN D. WAIT MASONRY, INC.

Adopted **Resolution 24-5636** creating the Mossdale Landscape Rehabilitation Project, CIP GG 25-06, approving budget amendment and construction contracts.

- 4.22 CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5637** creating the Jonquil Drive and Poppy Court Pavement Rehabilitation Project, CIP PS 25-07, awarding a Construction Contract to DSS Company, dba Knife River Construction, and approving budget amendment.

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

Vice Mayor Diallo recused herself at 8:20 p.m., following the vote of the Consent Calendar, prior to the vote on Items 4.23 and 4.24, due to declared conflict of interest as noted on Item 1.8.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved Items 4.23 and 4.24, by the following roll call vote, unless otherwise indicated:

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

- 4.23 APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5638** approving Parcel Map 24-05 within the West Village District of the River Islands Development, totaling 3 lots, approving Annexation into Community Facilities District (CFD) 2023-1, and Offsite Improvement Agreement with Califia, LLC.

- 4.24 APPROVE QUITCLAIM DEEDS TO TRANSFER OPEN SPACE PARCELS TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 24-5639** approving Quitclaim Deeds to transfer open space parcels to River Islands Public Financing Authority.

5. SCHEDULED ITEMS

5.1 FISCAL YEAR (FY) 2023-24 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET

Deputy City Manager Thomas Hedegard and Finance Director Cari James provided the presentation, which included a General Fund year-end review of the City's budgets for Fiscal Year 2023-2024, and adjustments to the current budget for Fiscal Year 2024-2025.

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council discussed and adopted **Resolution 24-5640** approving the FY 2023-24 Year-End Report, Related Budget Amendments, and Amending the FY 2024-25 Budget

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALIWAL REFERRAL - Update the Delegate/Alternate to the Lathrop-Manteca Fire Department and City of Lathrop 2x2 Committee Members

Mayor Dhaliwal updated the 2024 Delegate/Alternate assignment for the <u>Lathrop-Manteca Fire Department 2x2</u>	<u>Term Expires</u>
Vice Mayor Diallo, Delegate	December 31, 2024
Councilmember Akinjo, Delegate	December 31, 2024

6.2 VICE MAYOR DIALLO REFERRAL – Discussion on Late Fees for Utility Bills, and Discounts for Veterans

Vice Mayor Diallo provided a summary of the referral, which included setting a fixed penalty rate for late utility payment to replace the current 10% penalty charge. A question and answer period ensued. Deputy City Manager Thomas Hedegard provided additional information. Council consensus accepted the referral. The item will be agendized during a future meeting.

6.3 VICE MAYOR DIALLO REFERRAL – Discussion on the City's Social Media Policy

Vice Mayor Diallo provided a summary of the referral, which included setting the use of the city's social media, updates to the City's website, and additional staffing for public outreach / communication services. Council consensus accepted the referral. The item will be agendized during a future meeting.

6.4 STAFF REFERRAL – Discussion to Consider Renovation of Mossdale Community Park

City Manager Stephen Salvatore provided a summary of the referral, which included the renovation of playground equipment and park facilities. Council consensus accepted the referral. The item will be agendized during a future meeting. Paul Camarena (in person speaker) spoke in support of the referral and expressed interest in the installation of security cameras.

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported on recent legislative activities of the San Joaquin Area Flood Control Agency. Vice Mayor Diallo announced an upcoming Local Agency Formation Commission (LAFCo) Meeting, in which the City of Lathrop is requesting approval of a Sphere of Influence Amendment to incorporate the Singh Petroleum Project.

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation to staff for their dedication and effort in providing sustainable projects that have allowed for the growth of the city. Councilmember Torres-O'Callaghan commented on the success of the Touch-A-Truck and Animal Center Adoption events, held on September 7, 2024. Vice Mayor Diallo thanked those in attendance and expressed appreciation to staff for the Towne Centre Drive raised crosswalk project. Vice Mayor Diallo expressed interest in an Economic Development discussion at an upcoming public meeting. Mayor Dhaliwal commented on additional traffic calming improvements in the River Islands Development, particularly within the intersections of River Islands Parkway, Oberlin Avenue, Bosch Avenue and Sidwell Drive. A question and answer period ensued. Council consensus directed staff to agendize the approval of the installation of a four-way stop within the subject area.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:01 p.m.



Teresa Vargas, MMC
Government Services Director, City Clerk

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**CITY MANAGER’S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: CITY COUNCIL MEETING SCHEDULE FOR NOVEMBER
DUE TO HOLIDAY**

**RECOMMENDATION: Set Special Meeting Date for November 18, 2024, in
Lieu of the Regular Meeting Scheduled for November
11, 2024, due to the Veteran’s Day Holiday**

BACKGROUND:

Chapter II, Section A of the City Council Handbook of Rules and Procedures provides: “Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting shall be held at the same hour on the next succeeding Monday not a holiday.”

Therefore, due to the November 11, 2024, Veteran’s Day holiday, the Regular City Council Meeting, also on November 11th, will be rescheduled to be held as a Special Meeting on November 18, 2024, at 7:00 p.m. Closed Session start time may be scheduled prior to the Special Meeting. The proposed schedule is as follows:

- November 11, 2024 – Cancellation of Regular City Council Meeting due to the Veteran’s Day Holiday. City Hall Closed.
- November 18, 2024 – Special City Council Meeting at 7:00 p.m. If required, Closed Session will take place prior to the open meeting.

The agenda for the Special Meeting is expected to be posted on November 13, 2024. The Regular Meeting in December remains unchanged, and will take place at its regular scheduled time of December 9, 2024, at 7:00 p.m.

FISCAL IMPACT:

None.

ATTACHMENTS:

None.


**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CITY COUNCIL MEETING SCHEDULE FOR NOVEMBER DUE TO HOLIDAY**

APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

10/7/24
Date



Salvador Navarrete
City Attorney

10.7.2024
Date



Stephen J. Salvatore
City Manager

10.7.24
Date

ITEM 4.4

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **TABLE SPONSORSHIP AT THE POLICE CHIEF'S BLACK-TIE BALL, A NIGHT AMONG HEROES**

RECOMMENDATION: **Approval of City Participation and Table Sponsorship at the Police Chief's Black-Tie Ball, A Night Among Heroes by Manteca Police Chief's Foundation on November 2, 2024 in Manteca, California**

BACKGROUND:

The Manteca Police Chief's Foundation (Foundation) hosts an annual black-tie ball to help raise funding for their at-risk youth programs. The Foundation is staffed by Manteca police officers, police department staff, and community members who volunteer their time so that 100% of all funds raised go directly to programs that benefit the at-risk youth of the community. Through mentorship, intervention, education, vocational training, artistic expression, and athletic pursuits, the Foundation's mission is to guide the youth of the community in making positive choices, setting aspirational goals, and providing support to help them achieve those goals.

The Lathrop Police Department believes in the mission of the Foundation because helping the at-risk youth in our neighboring City benefits the Lathrop community by reducing crime and gang related activities. When the youth are engaged in positive activities, the ripple effect leads to safer streets across all communities. Additionally, these types of collaborations strengthen the regional public safety networks and reinforces shared values of mutual support and cooperation among the law enforcement agencies.

Staff reserved a table sponsorship that includes eight (8) dinner tickets. The cost for the table sponsorship is \$1,000. There are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

Staff recommends that the City Council approve the table sponsorship at the Police Chief's Black-Tie Ball, A Night Among Heroes by Manteca Police Chief's Foundation on November 2, 2024 in Manteca, California.

REASON FOR RECOMMENDATION:

Helping the at-risk youth in our neighboring City benefits the Lathrop community by reducing crime and gang related activities, and the ripple effect leads to safer streets across all communities. Additionally, these types of collaborations strengthen the regional public safety networks and reinforces shared values of mutual support and cooperation among the law enforcement agencies.

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
TABLE SPONSORSHIP AT THE POLICE CHIEF'S BLACK-TIE BALL, A NIGHT
AMONG HEROES

FISCAL IMPACT:


The cost to sponsor a table at the Police Chief's Black-Tie Ball, A Night Among Heroes event is \$1,000. There are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

ATTACHMENTS:

- A. Resolution Approving City Participation and Table Sponsorship at the Police Chief's Black-Tie Ball, A Night Among Heroes by Manteca Police Chief's Foundation on November 2, 2024 in Manteca, California
- B. Event Flyer – Police Chief's Black Tie Ball, A Night Among Heroes

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
TABLE SPONSORSHIP AT THE POLICE CHIEF'S BLACK-TIE BALL, A NIGHT
AMONG HEROES

APPROVALS:




Stephen Sealy
Chief of Police

10/2/2024
Date




Thomas Hedegard
Deputy City Manager

10/3/2024
Date



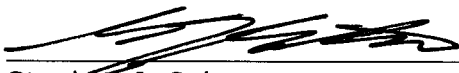
Cari James
Finance Director

10/3/2024
Date



Salvador Navarrete
City Attorney

10-1-2024
Date



Stephen J. Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CITY PARTICIPATION AND TABLE SPONSORSHIP AT THE POLICE CHIEF'S BLACK-TIE BALL, A NIGHT AMONG HEROES BY MANTECA POLICE CHIEF'S FOUNDATION ON NOVEMBER 2, 2024 IN MANTECA, CALIFORNIA

WHEREAS, the Manteca Police Chief's Foundation (Foundation) hosts an annual black-tie ball to help raise funding for their at-risk youth programs; and

WHEREAS, the Foundation is staffed by Manteca police officers, police department staff, and community members who volunteer their time so that 100% of all funds raised go directly to programs that benefit the at-risk youth of the community; and

WHEREAS, through mentorship, intervention, education, vocational training, artistic expression, and athletic pursuits, the Foundation's mission is to guide the youth of the community in making positive choices, setting aspirational goals, and providing support to help them achieve those goals; and

WHEREAS, the Lathrop Police Department believes in the mission of the Foundation because helping the at-risk youth in our neighboring City benefits the Lathrop community by reducing crime and gang related activities; and

WHEREAS, when the youth are engaged in positive activities, the ripple effect leads to safer streets across all communities; and

WHEREAS, these types of collaborations strengthen the regional public safety networks and reinforces shared values of mutual support and cooperation among the law enforcement agencies; and

WHEREAS, staff reserved a table sponsorship that includes eight (8) dinner tickets. The cost for the table sponsorship is \$1,000; and

WHEREAS, there are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the City participation and table sponsorship at the Police Chief's Black-Tie Ball, A Night Among Heroes by Manteca Police Chief's Foundation on November 2, 2024 in Manteca, California.

The foregoing resolution was passed and adopted this 14th day of October 2024, 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

POLICE CHIEF'S BLACK TIE BALL

MANTECA POLICE CHIEF'S FOUNDATION

A NIGHT AMONG HEROES



SAVING OUR COMMUNITY, ONE CHILD AT A TIME

SATURDAY, NOVEMBER 2, 2024

DOORS OPEN AT 5:30

\$100.00 PER TICKET

\$1000.00 RESERVED TABLE & EIGHT TICKETS

\$1500.00 RESERVED TABLE, EIGHT TICKETS, RECOGNITION AT EVENT
AND TWO BOTTLES OF WINE

TAX #26-3693298

THE VERANDA GARDEN

2111 MOFFAT BLVD

MANTECA, CA

FOR TICKETS EMAIL [SSCHLUER@MANTECA.GOV](mailto:sschluer@manteca.gov)

OR CALL (209)456-8210

ITEM: ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

RECOMMENDATION: Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2024/25

SUMMARY:

PFM Asset Management, LLC (PFM), the City's investment portfolio manager, has conducted its annual review of the City's Investment Policy to ensure compliance with investment regulatory agencies and the California Government Code. PFM has found that the City's Investment Policy for Fiscal Year 2024/25 is comprehensive and consistent with the City's objectives and risk tolerances and is in compliance with the California Government Code and has no recommended changes to the policy at this time. The proposed FY 2024/25 Investment Policy is attached (Attachment B).

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

BACKGROUND:

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

PFM has actively managed the City's investment portfolio since the initial Council approved contract in 2015. PFM is nationally recognized as one of the leading investment advisory organizations, specializing in providing services to the public sector. Some of the services PFM provides are:

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

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

PFM has performed its annual review of the City's Investment Policy along with current state laws governing investment activities of local governments. PFM has found that the City's Investment Policy for Fiscal Year 2024/25 is comprehensive, is consistent with the City's objectives and risk tolerances, and is in compliance with

CITY MANAGER'S REPORT **Page 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR FY
2024/25

the California Government Code and has no recommended changes to the policy at this time. The proposed FY 2024/25 Investment Policy is attached (Attachment B).

REASON FOR RECOMMENDATION:

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

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

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

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

FISCAL IMPACT:

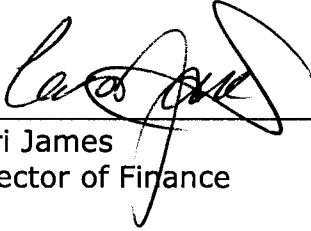
Review of the City's Investment Policy is a service provided within the scope of PFM's annual contract.

ATTACHMENTS:

- A. Resolution Approving the Annual Investment Policy for Fiscal Year 2024/25
- B. Investment Policy for Fiscal Year 2024/25
- C. Memorandum Confirming Review of the Investment Policy from PFM Asset Management, LLC.

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR FY
2024/25

APPROVALS:



Cari James
Director of Finance

9/25/2024

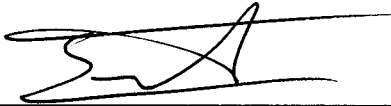
Date



Thomas Hedegard
Deputy City Manager

9/24/2024

Date



Salvador Navarrete
City Attorney

9-30-2024

Date



Stephen J. Salvatore
City Manager

10.2.24

Date

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR
2024/25**

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

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

WHEREAS, Staff recommends and the City Council desires to adopt the Fiscal Year 2024/25 Investment Policy; and

WHEREAS, the City's Investment Policy provides the Finance Department with direction as to the investment objectives of the governing body (in order of priority):

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

WHEREAS, the Investment Policy for the City of Lathrop for Fiscal Year 2024/25 is attached to the City Manager's Report as "Attachment B".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the Investment Policy for the City of Lathrop for Fiscal Year 2024/25.

The foregoing resolution was passed and adopted this 14th day of October, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

City of Lathrop

Investment Policy

Fiscal Year 2024-25

City of Lathrop

Investment Policy

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1.0 POLICY

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

This Investment Policy was endorsed and adopted by the City Council of the City of Lathrop on November 13, 2023. It replaces any previous investment policy or investment procedures of the City.

2.0 SCOPE

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

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

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

3.0 PRUDENCE

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

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

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

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

4.0 OBJECTIVES

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

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

5.0 DELEGATION OF AUTHORITY

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

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

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

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

6.0 ETHICS AND CONFLICTS OF INTEREST

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

7.0 AUTHORIZED BROKER/DEALERS

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

The firms they represent must:

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

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

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

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

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

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

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that reserve funds from the proceeds of debt issues may be invested in permitted investments specified in the indenture of the debt issue. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.

The City has further restricted authorized investments to the following:

8.1 Government Obligations

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

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

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

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

8.2 State and Local Agency Obligations

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

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

8.3 Medium-Term Notes

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

8.4 Negotiable Certificates of Deposit

Negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or

by a federally licensed or state-licensed branch of a foreign bank. Certificates of Deposits may be purchased only from financial institutions that meet the criteria set forth in the section of this Investment Policy, "Selection of Depositories." Investment in negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

8.5 Non-negotiable Certificates of Deposit

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

8.6 Commercial Paper

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

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

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

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

8.7 Banker's Acceptances

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

8.8 Repurchase Agreements

Repurchase Agreements with a final termination date not exceeding 30 days collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Section 8.1 above with the maturity of the collateral not exceeding five years. For the purpose of

this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

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

8.9 Money Market Funds

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

8.10 Mutual Funds

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

8.11 Local Agency Investment Fund

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

8.12 Shares of beneficial interest issued by a joint powers authority

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

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

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

8.13 Supranational Debt

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

8.14 Allowable Investment Vehicles

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

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

9.0 COMPETITIVE TRANSACTIONS

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

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

10.0 SELECTION OF DEPOSITORIES

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

11.0 SAFEKEEPING AND CUSTODY

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

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

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

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

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

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

12.0 DIVERSIFICATION

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

13.0 MAXIMUM MATURITIES

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

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

14.0 PERFORMANCE STANDARDS

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

15.0 REPORTING

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

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

16.0 INVESTMENT POLICY ADOPTION

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

GLOSSARY OF SELECTED TERMS

Benchmark

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

Cash Flow

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

Credit Risk

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

Credit Rating

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

Duration

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

Fiduciary

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

Investment Oversight Committee

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

Liquidity

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

Liquidity Risk

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

Market Risk

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

Maturity

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

Net Present Value

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

Par Amount or Par Value

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

Pooled Investment

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

Portfolio

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

Principal Amount

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

Put

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

Return

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

Risk

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

Yield

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

GLOSSARY OF INVESTMENT INSTRUMENTS

Asset-Backed Securities

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

Bank Note

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

Banker's Acceptance

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

Bond

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

Callable Security

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

Certificate of Deposit

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

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

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

Commercial Paper

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

Corporate Notes and Bonds

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

Federal Agency and Instrumentality Obligations

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

Mortgage Pass-Through Obligations

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

Municipal Notes, Bonds, and Other Obligations

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

Notes

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

Repurchase Agreements

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

Reverse Repurchase Agreements

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

State and Local Investment Pools

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

State Noted, Bonds, and Warrants

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

Zero-Interest Bond

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

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

October 2, 2024



Memorandum

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

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

Re: 2024 Investment Policy Review

We have completed our review of the City of Lathrop's (the "City") Investment Policy (the "Policy"). This year we are recommending no changes to the Policy. The City's Policy is well written and in compliance with applicable sections of California Government Code (the "Code"). Furthermore, we are not aware of any upcoming changes to the Code that would impact the Investment Policy. Please let us know if you have any questions. Thank you.

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ITEM 4.6

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

RECOMMENDATION: Adopt Resolution Validating the 2023 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mosssdale Tract Area, Acting as the Land Use Agency

SUMMARY:

Senate Bill 5 (SB5) and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-Year or Urban Level of Flood Protection (ULOP).

On June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, July 13, 2020, July 12, 2021, and February 13, 2023, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-Year ULOP in Reclamation District 17 Basin (hereinafter referred to as the "Mosssdale Tract Area").

The 2023 APR is included as Attachment "B" for a 200-Year Urban Level of Flood Protection in the Mosssdale Tract Area by the Year 2040. Staff requests that the City Council adopt a Resolution, included as Attachment "A", validating the 2023 ULOP Finding of Adequate Progress in the Mosssdale Tract Area that will allow the City of Lathrop to continue to issue discretionary permits to commercial and industrial uses, and ministerial permits for new residential homes for a limited period subject to ongoing validation of that finding.

BACKGROUND:

The California Department of Water Resources (DWR) developed certain guidance and ULOP criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

The existing Mosssdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mosssdale Tract Area, in coordination with RD 17, have been jointly pursuing efforts to achieve ULOP by 2025. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to

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VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

2028. SB 586, signed into law on April 30, 2024, extended the ULOP deadline from 2028 to 2040. According to the Project implementation schedule, ULOP will be completed by 2040.

In June 2016, Larsen Wurzel & Associates, Inc. (LWA) prepared the “RD 17 Area: Adequate Progress Report for Urban Level of Protection” (APR). The APR served as a strategic plan describing and outlining the steps that the Local Flood Management Agency (LFMA) and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of 2007 Senate Bill 5 (SB5).

On June 2017, July 2018, July 2019, July 2020, July 2021, and February 2023, City Council approved an APR toward provision of the 200-Year ULOP in the Mossdale Tract Area as one of the ongoing requirements is to annually report to the Central Valley Flood Protection Board (CVFPB) on the efforts in working toward completion of the flood protection system. This 2023 Annual Adequate Progress Report Update (2023 APR) included as Attachment “B”, in combination with other documentation submitted by San Joaquin Area Flood Control Agency (SJAFCA) as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that “the local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system.”

As noted above, it is also intended that this report may be referenced by all of the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

The 2023 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMA in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of the Land Use Agencies’ maintenance of findings of Adequate Progress.

In addition, the 2007 California Flood Control Legislation required the LFMA to:

- Report annually to the Central Valley Flood Protection Board on the status of the progress toward completion of the flood protection system, and
- Validate that the adequate progress finding is still effective.

The 2023 APR was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA**

Based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2022 update to the 2016 Engineer's Report and associated IPE review/Engineer's response. A comprehensive update of SJAFCA's Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million.

Previously, the Cities of Lathrop and Manteca, as well as Reclamation District 17, comprised the LFMA, and these agencies have been reporting the status of ULOP for the Mossdale Tract Area to the CVFPB. With the modification of SJAFCA's membership in 2018, SJAFCA has taken over the role of LFMA for the Mossdale Tract Area, and this report is now being submitted to support all land use agencies within the Mossdale Tract Area.

On April 18, 2024, the SJAFCA Board of Directors adopted a resolution of intention to form an assessment district to provide the local cost share for the \$473M levee improvement project to provide an ULOP to the Mossdale Tract Area. The SJAFCA Board officially adopted the assessment in July 2024 after it was approved by property owners.

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2023 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB included as Attachment "C", allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2040.

FISCAL IMPACT:

Initially, all technical reports have been funded by the Cities of Lathrop and Manteca and our development community. Recently, these funds have been supplemented by advanced funds from Stockton, the County of San Joaquin, and the State of California via an Urban Flood Risk Reduction grant. The future cost will be provided by outside funding sources identified in the 2023 Annual Adequate Progress Report Update.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

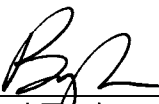
**VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA**

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop, Acting as the Land Use Agency, Validating the 2023 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area
- B. 2023 Annual Adequate Progress Report Update for Urban Level of Protection Final Report, dated September 3, 2024
- C. SJAFCA Letter dated, September 26, 2024 to CVFPB transmitting the 2023 Annual Adequate Progress Report Update for Urban Level of Protection

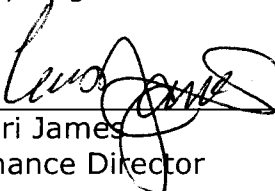
CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2023 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

APPROVALS:



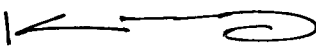
Brad Taylor
City Engineer

9/27/2024
Date



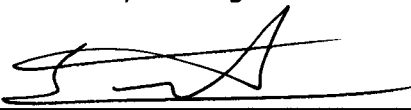
Cari James
Finance Director

9/30/2024
Date



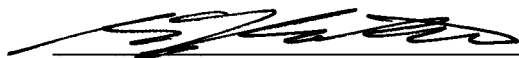
Michael King
Assistant City Manager

9.30.2024
Date



Salvador Navarrete
City Attorney

9-27-2024
Date



Stephen J. Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP VALIDATING THE 2023 URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA, ACTING AS THE LAND USE AGENCY

WHEREAS, Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley; and

WHEREAS, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year Urban Level of Flood Protection (ULOP); and

WHEREAS, effective January 1, 2018, San Joaquin Area Flood Control Agency (SJAFCA) has taken over the role of Local Flood Management Agency (LFMA) for the Reclamation District 17 Basin (hereinafter referred to as the "Mossdale Tract Area") and this report is now being submitted to support all land use agencies within the Mossdale Tract Area; and

WHEREAS, AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028. SB 586, signed into law on April 30, 2024, extended the ULOP deadline from 2028 to 2040. According to the Project implementation schedule, ULOP will be completed by 2040; and

WHEREAS, on June 2017, July 2018, July 2019, July 2020, July 2021, and February 2023, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Mossdale Tract Area; and

WHEREAS, based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 update to the 2016 Engineer's Report and associated IPE review/Engineer's response; and

WHEREAS, a comprehensive update of Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars is approximately \$230 million; and

WHEREAS, based on SJAFCA’s approval of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated September 3, 2024, included as Attachment B to the City Manager’s Report, and its transmittal to the Central Valley Flood Protection Board, included as Attachment C to the City Manager’s Report, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016; and

WHEREAS, on April 18, 2024, the SJAFCA Board of Directors adopted a resolution of intention to form an assessment district to provide the local cost share for the \$473M levee improvement project to provide an ULOP to the Mossdale Tract Area. The SJAFCA Board officially adopted the assessment in July 2024 after it was approved by property owners.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016 Finding of Adequate Progress toward providing a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2040, based upon the 2023 Annual Adequate Progress Report Update included as Attachment B to the October 14, 2024 City Manager’s Report that accompanied this resolution; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, that the City Council of the City of Lathrop hereby validates and affirms that the Adequate Progress Finding adopted, pursuant to SB5 and its companion legislation, shall serve as the Adequate Progress Finding for the City of Lathrop’s approval of any and all discretionary permits and approvals issued pursuant to State Planning and Zoning Law, the California Subdivision Map Act, and Development Agreement Law to any commercial and industrial uses, and any and all ministerial permits (building permits) for new residential homes for a period of 10 years’ subject to ongoing validation of that finding, as applied to urban development in the Mossdale Tract Area which urban development is approved in accordance with local and State laws; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mossdale Tract Area are expected to have 200-year flood protection by 2040.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

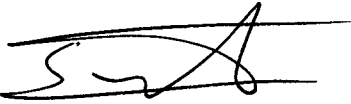
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT

"B"

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240

Sacramento, CA 95833

Mossdale Tract Program:
**2023 Annual
Adequate Progress
Report Update**

FOR URBAN LEVEL OF PROTECTION

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCA)
September 3, 2024

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- Appendix A: San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change
- February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update
- Appendix B: San Joaquin Area Flood Control Agency Resolution No. 22-07: Resolution Directing Staff to Work with the Member Land Use Agencies to Finalize the Mossdale Tract Urban Level of Flood Protection Development Impact Fee Update and Authorizing the Executive Director to Execute an Amended Collection Agreement (*excluding* the final Nexus Study Update)¹
- Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee (*Partial Execution*)

¹ A full copy of the referenced Final Nexus Study can be found here:
https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=7899&meta_id=698228

Development Impact Fee Program Supporting Tables

Appendix C: San Joaquin Area Flood Control Agency Resolution No. 24-22: Resolution of the Board of Directors of the San Joaquin Area Flood Control Agency Approving Final Engineer’s Report, Forming the Mossdale Tract Overlay Assessment District and Ordering the Levy of Assessment beginning in Fiscal Year 2024-25

Appendix D: RD 17 LSRP Project Supporting Tables

Appendix E: Mossdale Tract Enhanced Infrastructure Financing District – Infrastructure Financing Plan Final Report dated June 2, 2022²

Memorandum of Understanding between the San Joaquin Area Flood Control Agency and the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority dated June 15, 2023

Supporting Financing Plan Tables

² A full copy of the referenced IFP Final Report can be found here:
<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

LIST OF ABBREVIATIONS

APR	Adequate Progress Report
2016 APR	RD 17: Area Adequate Progress Report for Urban Level of Protection (June 2016)
Area	Mossdale Tract Area
CEQA	California Environmental Quality Act
Climate Adaptation Policy	SJAFCA adopted Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016, ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to meet ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
Land Use Agencies	San Joaquin County and the Cities of Lathrop, Manteca, and Stockton
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area	The area serviced by Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District
PBI	Peterson Brustad, Inc.

RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
IFP / the Plan	Infrastructure Financing Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

Larsen Wurzel & Associates, Inc. (LWA) has been engaged by the San Joaquin Flood Control Agency (SJAFCA), the Local Flood Management Agency (LFMA) for the Mossdale Tract Area (the Area), to prepare the Annual Adequate Progress Report Update (Annual APR Update) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area (Area) for calendar year 2023. In 2016 and 2017, the Cities of Lathrop and Manteca, as well as Reclamation District 17 (RD 17) comprised the LFMA and these agencies reported the status of Adequate Progress for the Area to the Central Valley Flood Protection Board (CVFPB). In January 2018, SJAFCA took over the role of LFMA for the Area and assumed responsibility for Annual Reporting pursuant to Government Code §65007 (a)(5). This Annual APR Update is being submitted by SJAFCA to support all land use agencies within the Area. This is the eighth Annual Report on Adequate Progress for the Area; the sixth prepared by SJAFCA.

As noted in the 2018 Annual APR Update, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District (SJCFWCWD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all members of the new SJAFCA organization as part of the plan (described further within this report³) to achieve ULOP. Herein, San Joaquin County and the Cities of Lathrop, Manteca, and Stockton are jointly referred to as the Land Use Agencies.

In June 2016, LWA prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (2016 APR). The 2016 APR served as a strategic plan describing and outlining the steps that the LFMA and the Land Use Agencies in the RD 17 basin (hereinafter referred to as the Mossdale Tract Area) are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB5). The 2016 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of the Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

³ Reference the **Governance Approach to Funding & Implementation** section (page 12) of this report.

Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP

Adequate Progress has been defined by the 2007 California Flood Legislation (see Government Code §65007(a)) as:

- The development of the scope, schedule, and cost to complete flood protection facilities;
- Documentation that revenues have been identified to support implementation of the flood protection facilities;
- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

- That the total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection;
- That 90% of the required revenue scheduled to be received by that year have been appropriated and are being expended;
- Critical features of the flood protection system are under construction and each critical feature is progressing as indicated by the actual expenditures of the construction budget; and,
- The city or county has not been responsible for a significant delay in the completion of the system.

In addition, the 2007 California Flood Control Legislation requires the LFMA to report annually to the CVFPB on the status of progress toward completion of the flood protection system.

*This **2023 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements for 2023 by the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

The 2016 APR was prepared by the Cities of Lathrop and Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP EVD-3⁴):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The 2016 APR, in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*

⁴ Reference page 2-10 within the ULOP Criteria, November 2013.

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover Memorandum titled “Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee” met the requirement at that time.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer’s Report. The panel’s report dated May 24, 2016, titled “Independent Review of Urban Levee Design Criteria Evaluation, March 2016” fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt with the City of Lathrop and Mr. Kevin Jorgensen with the City of Manteca, dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The 2016 APR, in combination with other documentation prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The 2016 APR addressed how the flood protection system that will provide ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

The CVFPB, on October 25, 2016, acknowledged receipt of the evidentiary documentation including the 2016 APR and indicated that the “submittal sufficiently complies with the statutory requirements of California Government Code Section 65007(a)”. The CVFPB indicated that their compliance letter was valid through September 30, 2017 and that future year’s evaluations would be based upon review of annually submitted documents.

On August 10, 2017, the City of Lathrop, acting as the LFMA and on behalf of the Cities of Lathrop and Manteca, transmitted the first Annual APR Update, the [2017 Adequate Progress Report Update](#), dated June 13, 2017. In response to the submission of that report, CVFPB staff requested that the City of Lathrop prepare an Adequate Progress Submittal Form which was completed and submitted to CVFPB staff on Thursday November 2, 2017.

Subsequent Annual reports have been submitted by SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, to the CVFPB as follows:

- On June 28, 2018, SJAFCA transmitted the *2018 Annual Adequate Progress Report Update.*
- On June 28, 2019, SJAFCA transmitted the *2019 Annual Adequate Progress Report Update.*
- On June 30, 2020, SJAFCA transmitted the *2020 Annual Adequate Progress Report Update.*
- On June 29, 2021, SJAFCA transmitted the *2021 Annual Adequate Progress Report Update.*
- On January 31, 2023, SJAFCA transmitted the *2022 Annual Adequate Progress Report Update.*

To address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a detailed cost estimate prepared by Kjeldsen Sinnock & Neudeck, Inc. (KSN) addressing the costs of complying with policy.

The 2020 Annual Report Update and subsequent reports have reflected the costs of compliance with the adopted Climate Adaptation Policy as part of the financing plans presented within them. Further, an evaluation and analysis of the proposed Climate Adaptation Policy improvements determining that the improvements meet the appropriate standard of protection has been completed consistent with the evidentiary requirements of DWR's ULOP criteria. The 2021 Annual Report Update and subsequent reports include reference to the additional evidentiary materials. Those materials include:

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *A team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGE0 prepare a report dated June 18, 2021, compiled under a Cover Memorandum titled "2021 Climate Change Update to the Mossdale Engineer's Report." The materials included within the report were presented to the IPE in April 2021 for their review and comment.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Robert Lokteff, and Thomas Plummer was engaged to review the 2021 Climate Change Update to the Mossdale Engineer's Report. In response, the IPE prepared a report dated June 1, 2021, titled "Independent Panel of Experts for RD 17 200-Year Level of Protection Project Climate Change Update."*

- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Chris Elias, dated June 18, 2021. Mr. Michael Rossiter, P.E. of PBI prepared the response. This letter fulfilled the response requirement.*

- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *This 2023 APR, in combination with the documentation prepared by the LFMA, supports the evidentiary requirements of Adequate Progress. This 2023 APR addresses how the flood protection system, as described within the 2016 and 2021 Climate Change Update Engineer's reports, will provide ULOP will be funded and financed. This 2023 APR describes the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system. Further, this 2023 Annual Adequate Progress Report Update is intended to continue to address the requirements of Government Code Section 65007 (a)(5). "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."*

Finally, it is intended that this report, in combination with any other required documentation pursuant to SB5 and DWR's associated ULOP Guidance, may be referenced by the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA is pursuing efforts to achieve ULOP by the required deadline. The required deadline for achieving ULOP for the Mossdale Tract Area, as of the date of this report, is 2040.⁵

The LFMA's plan for flood protection through the year 2040 consists of two components: (1) RD 17's ongoing Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Project or SJAFCA ULOP Project).

The SJAFCA ULOP Project, as described previously in the 2016 APR, consists of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were developed to meet the appropriate standard of protection based on information known at that time. As noted above, as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response.

Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing

RD 17 Levee Seepage Repair Project

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, has constructed nearly all of the Phase 3 LSRP improvements. The remaining component of the Phase 3 LSRP improvements include:

1. A 400' long SB/SCB jet-grout cutoff wall under the River Islands Parkway bridge (Element VI-a.1);
and,

Based on information obtained from RD 17 and estimates made by LWA given information provided, a cumulative total of approximately \$80.1 million of LSRP improvements (an estimated additional \$12.386 million since December 2022) have been completed. The RD 17 Levee Area Public Financing Authority, a Joint Powers Authority (JPA) set up by agencies in the Mossdale Tract Area, issued \$20.85 million of bonds in 2017 to both refinance a prior financing from 2009 and to generate additional net new proceeds for flood control

⁵ SB 586, signed into law on April 30, 2024, extended the ULOP deadline for the Mossdale Tract to 2040.

improvements of \$6.531 million. These funds, along with grant funding from DWR and annual assessment revenues from RD 17, have been utilized to continue to advance the LSRP toward completion.

Any remaining components not completed by RD 17 will be completed as part of SJAFCA's ULOP Project to ensure the levee system meets the requirements of ULOP.

SJAFCA ULOP Project

In June 2016, the City of Lathrop secured 50% funding for \$10 million of work (total of \$5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility analysis of a focused array of alternatives which address State estimates of climate change through 2040. In January of 2019, the grant funding agreement transitioned to SJAFCA. The Mossdale Tract Area Urban Flood Risk Reduction Study (UFRR Study) was completed in September 2021. The UFRR Study cost approximately \$1.83 million. The early engineering evaluations and ULDC deficiency analyses cost approximately \$2.83 million. DWR provided cost sharing for both the early work and the UFRR Study, approximately \$2.3 million. The remaining funds from DWR, approximately, \$2.0 million have been used to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of the preferred alternative.

In September 2022, SJAFCA executed a Feasibility Study Cost Share Agreement (FCSA) with the USACE to evaluate the Federal Interest in an array of alternatives to provide enhanced flood protection to the Lathrop and Manteca Area. This study will result in the preparation of the Lower San Joaquin River Lathrop and Manteca Feasibility Study, CA. While Federal interest in the Mossdale Program is being evaluated, SJAFCA has continued to advance the design and permitting of certain common features of the UFRR feasibility study preferred alternatives that overlap with the features of the ULOP Project.

By May of 2023, SJAFCA had fully expended the approximately \$2.0 million of remaining UFRR funding available for CEQA Analysis and preliminary design effort. SJAFCA is now advancing preliminary design and CEQA independently utilizing local funds. In addition to the \$5.0 Million of State funding made available from the State to prepare the UFRR Feasibility Study and advance Preliminary Design and CEQA, the State has committed an additional \$75 million of funding which will be provided to SJAFCA through an amendment to the UFRR funding agreement. This funding will advance implementation of improvements ahead of Federal authorization of the Project. This funding, coupled with local funding from SJAFCA, will ultimately finalize the design of the improvements and advance construction of the Dryland Levee improvements.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report and 2021 Update identify two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
 - a. Phase 1 (Completed 2008-09)
 - b. Phase 2 (Completed 2009-11)

- c. Phase 3 (Construction Commenced 2016 - Completion scheduled end of 2024)
- 2. **SJAFCA ULOP Project⁶** is being pursued as Phase 4 and includes the following outlined steps:
 - a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
 - b. Additional Climate Change related analyses and update to the ULDC engineering analysis to consider SJAFCA’s Adopted Climate Adaptation Policy (completed June 18, 2022)
 - c. Design and environmental evaluation of levee improvements to cure ULDC deficiencies (Commenced July 2022, Administrative Draft EIR completed in January 2023. A Final EIR to be completed in mid-2025.)
 - d. Implement levee improvements to cure ULDC deficiencies.
 - i. Early advancement of improvements through a State/Local Urban Flood Risk Reduction Program Project
 - ii. USACE Implementation of a federally authorized Lower San Joaquin River Lathrop and Manteca, CA Project

Schedule

On September 28, 2020, the Governor signed into law AB 838 which modified the year in which ULOP must be in place for the Mossdale Tract. Further, on April 30, 2024, the Governor signed into law SB 586 which again modified the timeline requirement for ULOP for the Mossdale Tract. Current effective law extends the deadline to 2040. The following schedule of milestones provides the LFMA’s updated current plan to implement the levee improvements by 2040. The updated plan reflects a combined Local/State and USACE implementation plan where SJAFCA, with funding support from the State constructs a portion of the project, and the USACE constructs the balance. The Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
Phase 3: RD 17 LSRP	<u>12/31/2023</u>
Phase 4: SJAFCA Project	
<u>State/Local Implementation</u>	
Environmental Documentation	6/30/2025
Right of Way Acquisition ⁷	12/31/2026
Engineering Design ⁸	12/31/2026
Construction	10/31/2029
Permitting & Compliance ⁹	12/31/2027

⁶ Throughout this report the Phase 4 Project was formerly known as the “Fix-In-Place” Project with the inclusion the extension of the dryland levee in Manteca.

⁷ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.

⁸ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2026.

⁹ Reflects required permitting and ongoing mitigation and monitoring requirements.

Activity	Completion
<i>USACE Implementation</i>	
Environmental Documentation	12/31/2028
Right of Way Acquisition ⁷	6/30/2030
Engineering Design	6/30/2032
Construction	10/31/2034
Permitting & Compliance ⁹	12/31/2034

Total Program Costs

Since the 2016 APR, updated cost estimates consolidating all components of the project into a single estimate have been prepared. **Table 1** summarizes the total costs for the LSRP and SJAFCA Projects. The total design, permitting, and construction project costs of the LSRP in actual dollars to complete construction is estimated to be **\$80.96 million**. An updated cost estimate of SJAFCA’s Project has been prepared to reflect a single budget addressing ULDC deficiencies and SJAFCA’s Climate Adaptation policy through a combination of locally led and USACE led improvements. The cost estimate for the flood risk management components of the project was updated in early 2023 to reflect design updates to the project based upon the completion of UFRR Study and subsequent 35% preliminary design. More specifically, the cost estimate prepared in 2023 has been refined to reflect expected increased costs of mitigation as well as the requirements to incorporate multi-benefit eco-system restoration requirements needed to secure State cost sharing. The updated cost estimate, in 2023 dollars, is approximately **\$337.3 million**.¹⁰

¹⁰ Reference Appendix A - February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update.

**Table 1 - APR
 Mossdale Tract: 2023 Financing Plan
 Program Cost Summary**

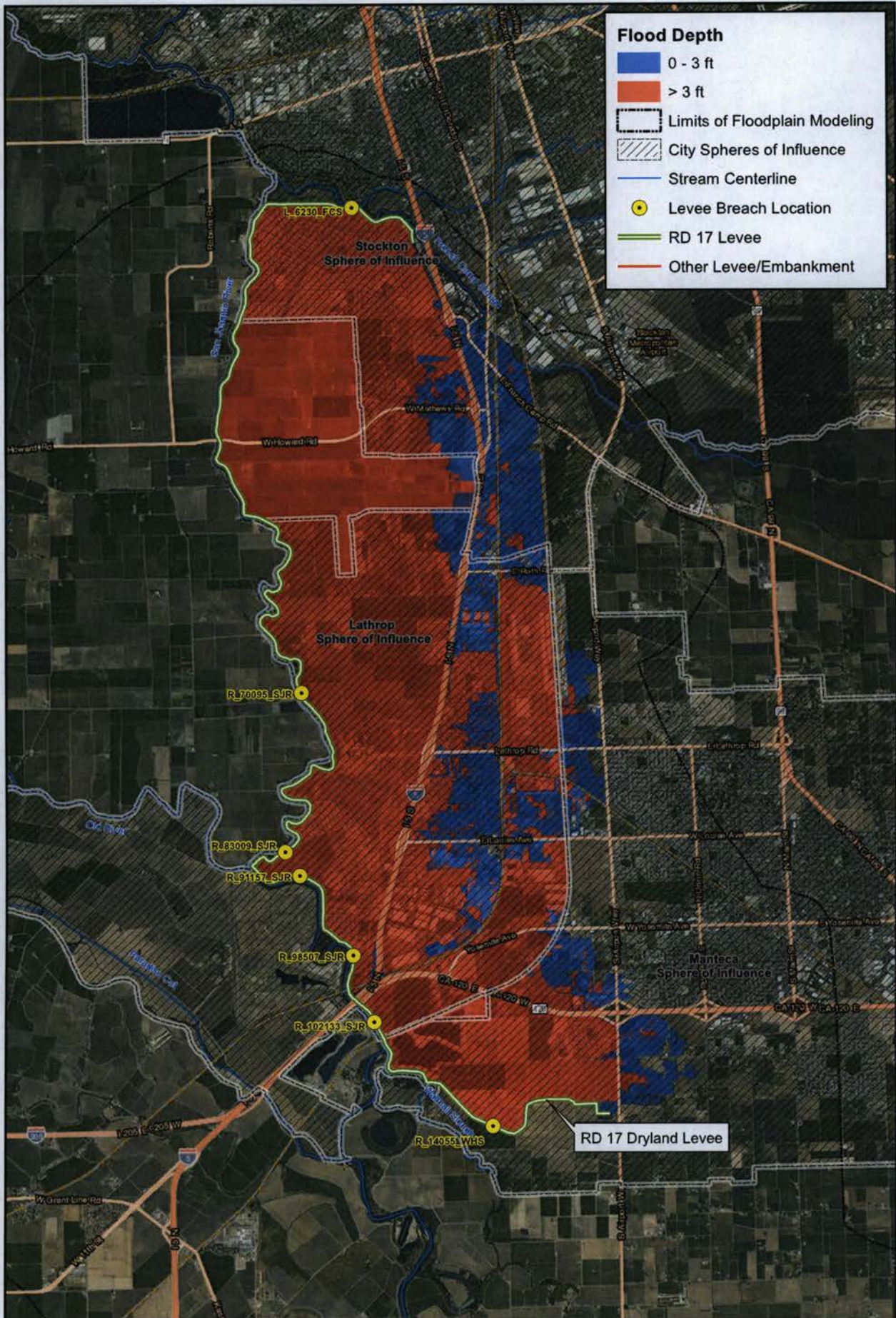
Project Phase	Actual Costs to Complete	Updated Project Costs Including Climate Adaptation & Eco-System Restoration (2023\$)
LSRP Phase 1	\$2,795,761	
LSRP Phase 2 <i>(including Parks)</i>	\$13,068,589	
LSRP Phase 3	\$65,095,249	
SJAFCA ULOP Project		\$337,303,900
Total Cost	\$80,959,600	\$337,303,900

Source: Kjeldsen Sincock & Neudeck and Larsen Wurzel & Associates, inc.

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.¹¹ The overall area removed from the floodplain as a result of completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

¹¹ This figure has been updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.



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N

0 1 Miles

1 inch = 1 mile

MAY 6, 2016

RD 17 AREA LOCAL FLOOD MANAGEMENT AGENCY

200-YEAR FLOODPLAIN DEPTHS FOR AREAS PROTECTED BY RD-17 LEVEES

FIGURE 1

Project Funding and Financing Approach

In accordance with SB5, the 2016 APR provided documentation that revenues were identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 began advancing the LSRP in 2008 with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects (EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenues sources were utilized to complete the LSRP.

To fund SJAFCA's ULOP Project, the LFMA has identified the following local sources for the design, environmental review, permitting, and construction of ULOP improvements:

- SJAFCA 200-Year Development Impact Fee
 - A Regional SJAFCA 200-Year Development Impact Fee (Regional DIF) paid by property owners developing within the 200-year floodplain was adopted by SJAFCA in November 2018. Property already entitled and planned for development within the basin that benefits from the Project that has (or will in the future) advanced funds can apply that prior funding as credit towards the Project's fee obligation via a fee crediting arrangement. In March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program (**Appendix B**).
- A new Special Benefit Assessment District – the Mossdale Tract Overlay Assessment District
 - In July 2024, SJAFCA adopted a Resolution of Formation forming the Mossdale Tract Overlay Assessment District (OAD) (**Appendix C**). The OAD will commence levying assessment on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project in Fiscal Year 2024/25.
- An Enhanced Infrastructure Financing District
 - An Enhanced Infrastructure Financing District (EIFD) captures a portion of the growth in general property taxes and dedicates the revenue toward the construction of the Project. In May 2019, SJAFCA commenced the formation effort of an EIFD in May 2019 and in July 2022 the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (PFA) approved the formation of the Mossdale Tract Enhanced Infrastructure Financing District. With EIFD's formation in July 2022, it started generating tax increment revenues in FY 2022/2023. In May 2023, SJAFCA and the PFA formalized the process for transferring funds generated by the EIFD to SJAFCA for the Project through the execution of a Memorandum of Understanding (**Appendix E**).

The above local funding sources, including bond proceeds secured by annual OAD revenues, will be utilized by SJAFCA to match State Grant revenues and fund SJAFCA's share of the local sponsor obligations of a future USACE Project.

Governance Approach to Funding & Implementation

Prior to 2016, to facilitate the funding and implementation of the Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The 2016 APR outlined the governance structure that existed at the time in the Mossdale Tract Area for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the Project.

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2023 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent to that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the completion of the RD 17's LRSP. **Table 2** has been updated to show the remaining costs of the RD 17 project. It is estimated that there is approximately \$895,000 of remaining project costs related to the remaining components of the LSRP as of August 2024.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by KSN for the Phase 4 Project as of February 2023 which are reflective of the Climate Adaptation update, the completed UFRR Study, and progress made on advancing the preliminary design of the project to a 35% design level. The cost estimates for the flood risk management components of the project were prepared by KSN and updated / augmented by LWA to incorporate the ecosystem and multibenefit improvements and other required non-flood risk management components identified in the UFRR Study required to secured State cost sharing. The costs presented in Table 3 are presented in 2023\$'s.

Sources & Uses

An updated financing plan for the implementation of the required levee improvements has been prepared. **Table 4** presents a sources and uses statement based on the updated financing plan and a cash flow model reflective of the progress of the work over the past year and projected completion of the Project by 2040. Additionally, **Table 4** shows the identified revenues that provide the basis for the financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP / UFRR program will continue to fund seepage remediation work until full completion which is now scheduled for the end of 2024. This financing plan has been updated to reflect the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is now 60%/40% State versus Local Funding.

- The following SJAFCA established funding mechanisms provide sufficient funding to match State Grant revenues to both implement the State/Local Urban Flood Risk Reduction Project then cost share in an authorized Lower San Joaquin Ricer Lathrop and Manteca, CA Project:
 - A Regional DIF program collecting revenues in 2018 and updated in 2022.¹²
 - The Mossdale Tract OAD established in July 2024 collecting annual revenues starting in FY 2024/2025.
 - The Mossdale Tract EIFD, covering the properties directly benefiting from the project, with a base of FY 2021/2022, receiving allocated property tax revenues in FY 2022/2023.
 - A bond authorization and issuance secured by Mossdale Tract OAD revenues in FY 2026/27 with proceeds used to fund construction costs of the State / Local Urban Flood Risk Reduction Project.
- Congress authorizes the Lathrop and Manteca Project in 2028, SJAFCA, the Central Valley Flood Protection Board and the USACE enter into a Project Partnership Agreement whereby USACE constructs the remaining improvements needed after SJAFCA's Urban Flood Risk Reduction project.
- The Federal Share of costs of SJAFCA's Urban Flood Risk Reduction project implemented by SJAFCA are creditable toward SJAFCA and the State's share of the remaining Lathrop and Manteca Project improvements constructed by the USACE.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

To support the Adequate Progress Findings, as described in the 2016 APR, the LFMA must document that 90% of the required revenue scheduled to be received have been appropriated and are being expended. **Table 5** presents an updated detailed cash flow analysis showing how the planned expenditures are funded over time. This schedule is intended to be used by the LFMA to report annually to the CVFPB on the progress of the flood protection system. **Table 5** is supported by a series of tables (reflected in various appendices) that provide details regarding the expenditure and revenues schedule for the LSRP and SJAFCA's Phase 4 Project.

Government Code §65007(a) (2) (A) Compliance

It is important to note that because ULOP for the Mossdale Tract Area is being implemented in multiple stages, by multiple agencies, the financing plan identified for ULOP takes into consideration multiple funding sources. This approach was outlined in the 2016 APR and continues here. The following discussion breaks the funding sources apart by project and discusses compliance with Government Code §65007(a).

Within the 2020 Annual APR Update, the analysis associated with Government Code §65007(a)(2)(A) was updated. As noted above, **Table 5** presents the updated schedule of revenue and expense projections to demonstrate progress of the project as it relates to the requirements of Government Code §65007(a)(2)(A). Because of permitting and funding delays related to the LSRP, the estimates, including the overall costs and timing of expenses, as well as the schedule of revenues, have been updated relative to the 2022 Annual APR Update.

¹² This action has been completed.

Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified. These revenues included 1) State Funding from the EIP/UFRR Program and 2) RD 17 Mosssdale Tract Assessment Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are scheduled to be received by this year have either been appropriated by a granting agency (in this case the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,¹³ they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended an additional approximately \$12.386 million on the LSRP since 2022. RD 17 is currently working to construct the remaining improvements which are expected to be completed by December 2024 at a remaining cost of approximately \$890,000.

For the SJAFCA ULOP Project, funding for SJAFCA's share of expenses is to come from a combination of State Funding and Local Funding. 100% of the State funding sources for the Urban Flood Risk Reduction Project have been identified and all funding that has been scheduled to be received has been appropriated by the State. Further, 100% of the revenues scheduled to be received have been expended. The remaining local funding for the program has been identified and there are no requirements of appropriations from local sources. **Table 6** shows the cumulative scheduled revenues through 2023, provides an explanation of the authority for the revenues and the associated compliance check with Government Code §65007(a)(2)(A).

Table 7 provides the assumed expenditure schedule for the Phase 4 Project. It is expected that these tables will continue to be refined over time as the planning and development of the Projects progresses.

¹³ Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017, Note A – Summary of Significant Accounting Policies (Page 13) – “Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees.”

Table 2
Mossdale Tract: 2023 Financing Plan
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs [1]	Local 40% [2]	State 60% [2]
LSRP - Project Remaining Costs			
Phase 1 ROW Remaining Costs	0	0	0
Phase 2 Remaining Costs	5,000	2,000	3,000
Phase 3 Remaining Costs	890,452	356,181	534,271
Total Remaining Cost	\$895,452	\$358,181	\$537,271
Remaining Costs as of APR (December 2022)	\$5,310,000		
Reduction in Remaining Costs [3]	\$12,385,655		
% of December 2023 Remaining Project Complete	233%		

Source: Kjeldsen Sinnock & Neudeck (Updated by LWA)

[1] Estimated remaining Costs as of December 2022.

[2] Amounts are approximate and net of retention withheld by the State on prior incurred Cost by RD 17.

[3] Reduction is reflective of work completed inclusive of the change in costs to complete the project. As of December 2022, the total costs to complete were \$72,988,499. As of the date of this report, the total costs to complete are \$80,959,600, a difference of \$7,971,108.

Table 3
Mossdale Tract: 2023 Financing Plan
ULDC Project Engineer's Opinion of Probable Cost

Item	Base Project Total Costs (2023\$)
Soft Costs	
Admin / Planning	9,803,000
Environmental / Permitting	6,126,600
Surveying / Engineering	14,703,600
Construction Management	14,703,100
Mitigation	18,382,000
Subtotal: Soft Costs	63,718,300
Construction	122,520,400
Right-of-Way Acquisition	76,213,000
Contingency	38,435,300
Subtotal ULOP Project Costs	300,887,000
Multibenefit Improvements	36,416,900
Total Cost	\$337,303,900

Source: Kjeldsen Sincock & Neudeck February 24, 2023 Technical Memorandum re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update and Larsen Wurzel & Associates, Inc.

Table 4
Mossdale Tract: 2023 Financing Plan
ULOP Adequate Progress Sources & Uses Statement (through 2035)

Item	Total 2010 to 2035	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,665,761	
LSRP - Phase II (including Parks)	\$ 10,405,033	
LSRP - Phase III [2]	\$ 67,888,905	
Subtotal: LSRP Expenditures	\$ 80,959,700	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 5,165,158	
Feasibility Study & Planning Efforts	\$ 3,222,928	
Subtotal: ULOP Program Planning & Implementation	\$ 11,617,394	
<u>SJAFCA Total Project Expenditures</u>		
Soft Costs	\$ 90,592,914	
Construction Costs	\$ 184,009,013	
Right-of-Way	\$ 120,862,516	
Contingency	\$ 56,627,076	
Multi-Benefit Improvements	\$ 45,055,415	
Subtotal: SJAFCA Total Project Expenditures	\$ 497,146,936	
(less) USACE Implemented Improvements	(\$ 264,166,251)	[1]
Total Project Uses	\$ 325,557,779	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 39,585,578	[2]
State UFRR Funding (Preliminary Design Only)	\$ 3,833,330	[3]
State Funding (BCP - 0000743)	\$ 75,000,000	
State Funding (Future Share of NFS)	\$ 25,327,047	
Subtotal Non-Local Funding	\$ 143,745,956	
Local Funding Sources		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 23,449,180	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 35,603,685	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 17,678,744)	[6]
<u>SJAFCA Project Funding</u>		
Developer Advances / City Funding	\$ 3,559,691	[7]
SJAFCA Overlay Assessment - ULDC	\$ 25,978,182	[8]
Development Fee Program	\$ 67,688,118	[9]
EIFD Revenues net of Refunding	\$ 34,986,058	[10]
Future Mossdale Tract OAD Financing (Bond Proceeds)	\$ 27,174,000	[11]
Future Mossdale Tract OAD Financing (Debt Service Carry)	(\$ 17,658,960)	[12]
Subtotal Local Funding	\$ 183,101,211	
Total Project Sources	\$ 326,847,166	
Total Project Sources less Uses	\$ 1,289,388	

Source: LWA

- [1] Portion of estimated project costs expected to be constructed by the USACE.
- [2] Assumed State Share of Funding for RD 17 LSRP
- [3] Balance of UFRR Study Funding Agreement for Pre Design and Environmental Review.
- [4] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis
- [5] Bond Proceeds assumed to be available to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)
- [6] Debt service for RD 17 PFA Financing during period of analysis.
- [7] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.
- [8] New overlay assessment revenues during period of implementation.
- [9] Development Impact fee revenues collected during period of implementation.
- [10] EIFD revenues collected during period of implementation net of any fee revenues allocated back to Participating Entities during the project's implementation.
- [11] Assumed financing secured by OAD Revenues.
- [12] Debt service for OAD Financing during period of analysis.

Table 5
 Massdale Tract: 2023 Financing Plan
 ULOP Lease Program Cash Flow and Financing Analysis

Year	Reference	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Months	(UOP-M)																														
LSRP Beginning Balance																															
LSRP Expenditures																															
State Sources																															
Local Sources																															
Total LSRP Revenues																															
Preliminary Ending Balance LSRP Expenditures																															
RD 17 Bond Financing - 2009																															
RD 17 Bond Refunding - 2016																															
Ending Balance LSRP Expenditures																															

Table 5
 Mosside Tract 2023 Financing Plan
 UOP Levee Program Cash Flow and Financing Analysis

Year	Reference	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Months	(UOP APN)																														
SIATCA Project Beginning Balance																															
SIATCA Total Project Expenditures																															
File-Project Expenditures (FPE)(WALC)																															
Funding Program Implementation Costs																															
Feasibility Study & Planning Efforts																															
Soft Costs																															
Construction Costs																															
Right-of-Way																															
Contingency																															
Multi-Benefit Improvements																															
(Less) LIACs implemented improvements																															
Total SIATCA Total Project Expenditures																															
SIATCA Project Revenues																															
State Sources																															
State USRR Funding (FID OH)																															
State Funding (BCF - D000743)																															
State Funding (Future Share of NFS)																															
State Sources																															
Local Sources																															
SIATCA Overlay Assessment - Mosside OAD																															
Lathrop/Manteca/Developer Advance Funding																															
Development Fee Program																															
EFD II Revenues																															
EFD Refunding																															
Total SIATCA Project Revenues																															
Preliminary Ending Balance SIATCA Project																															
LEVEE PROGRAM - STARTING BALANCE																															
Net Cash Flow LRRP																															
Net Cash Flow SIATCA Project																															
Mosside OAD Financing Proceeds																															
Debt Service Costs																															
LEVEE PROGRAM - ENDING BALANCE																															

[1] Credit amounts shown for LRRP on Table D2
 [2] All Remaining Costs are shown as Phase 3 Costs for ease of modeling
 [3] Amount based on RD 17 refunding bond issuance
 [4] Amount provided by Lathrop Council Actions - Amounts already committed by the Cities of Lathrop & Manteca from General, Interim and Developer committed funding. Reference Table B7
 [5] Actual and future assumed development impact fee revenues based on projected development assumptions. To the extent that development assumptions does not generate the needed development fee revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfalls in order to cover projected expenditures in a similar fashion as has been done in the past
 [6] The net cash flows of the LRRP RD 17 Project and SIATCA's UOP project are assumed to be required to independently cash flow the respective projects

Table 6
Mossdale Tract: 2023 Financing Plan
Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by December 2023 for each Identified Revenue <i>Per 2023 APR</i>	Appropriation Applicable <i>(Y, N or N/A)</i>	Note <i>If Y - Details</i>	65007 (a) Check % Appropriated if Required
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 38,920,786	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
Local Funding Sources				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 23,449,180	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 26,641,981	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 8,547,160)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
State UFRR Funding (PED Only)	\$ 3,833,330	Y	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771 FY 2023/24 State Budget - General Fund (Approved Budget Change Proposal 3860-031-COBCP-02023-GB -	100% [4]
State UFRR Funding (Implementation)	\$ 0	Y	Capital Outlay ID 0000743)	100%
State Funding (Future Share of NFS)	\$ 0	N	Future Source	N/A
SJAFCA Overlay Assessment	\$ 0	N/A	SJAFCA Resolution 24-22, SJAFCA Annual Budget	N/A [5]
Lathrop/Manteca/Developer Advance Funding	\$ 3,559,691	N/A	Agreement / City Council Actions City Council Actions (Fee Programs) /	N/A [6]
Development Fee Program	\$ 14,645,570	N/A	SJAFCA Collection Agreement EIFD PFA / SJAFCA - PFA MOU,	N/A [7]
EIFD Revenues	\$ 925,309	N/A	SJAFCA Annual Budget	N/A
Member Agency Advance Funding	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	\$ 0	N/A	Future Source	N/A

Source: LWA, Reclamation District No. 17, EMMA, the City of Lathrop

[1] Based on information provided from RD 17. See Table D5 for RD 17 Annual Budgets / Financial Statement Information

[2] Reference Table D5 for supporting information on RD 17's budgets.

[3] Based on RD17 Financing Authority's December 2016 Bond Issuance Official Statement and information from RD 17, represents use of Bond Proceeds and/or cash available to fund Capital Outlays

[4] Based on the approved Agreement Amendment and updated budget per Amendment No. 1.

[5] New Assessment to commence levying assessment in FY 2024/25.

[6] Based on actual collected data and funds received by SJAFCA

[7] As reported by SJAFCA based on actual collections and budgeted revenues

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Table 7
Mossdale Tract: 2021 Adequate Progress Report
Future Expenditure Schedule for SJAFCA's ULOP Project

Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Soft Costs												
Admin / Planning	\$0	\$0	\$1,361,784	\$1,429,873	\$0	\$3,152,870	\$3,448,451	\$3,620,874	\$304,153	\$0	\$0	13,318,005
Environmental / Permitting	\$0	\$405,275	\$1,063,846	\$893,630	\$469,156	\$1,231,534	\$1,724,148	\$1,810,356	\$570,262	\$0	\$0	8,168,207
Surveying / Engineering	\$0	\$1,945,286	\$2,042,551	\$0	\$0	\$4,729,015	\$5,172,360	\$5,430,978	\$456,202	\$0	\$0	19,776,393
Construction Management	\$0	\$486,305	\$2,042,481	\$2,144,605	\$0	\$0	\$0	\$0	\$7,983,267	\$8,382,430	\$754,419	21,793,507
Mitigation	\$0	\$0	\$2,553,536	\$2,681,212	\$0	\$0	\$0	\$0	\$9,980,780	\$11,378,090	\$943,184	27,536,802
Subtotal Soft Costs	-	2,836,866	9,064,197	7,149,321	469,156	9,113,420	10,344,960	10,862,208	19,294,665	19,760,520	1,697,602	90,592,914
Construction	\$0	\$0	\$4,254,980	\$19,360,161	\$15,637,053	\$0	\$0	\$0	\$66,524,274	\$69,850,487	\$8,382,058	184,009,013
Real Estate (Wise Use)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,048,689	95,048,689
Real Estate (New)	\$1,083,600	\$6,371,568	\$6,451,213	\$0	\$0	\$0	\$5,808,511	\$6,098,936	\$0	\$0	\$0	25,813,827
Contingency	\$0	\$0	\$5,339,240	\$5,606,202	\$3,433,799	\$0	\$0	\$0	\$20,272,760	\$20,660,328	\$1,314,748	56,627,076
Multi-Benefit Improvements	\$0	\$0	\$6,323,567	\$15,492,739	\$23,239,109	\$0	\$0	\$0	\$0	\$0	\$0	45,055,415
Total Expenses	1,083,600	9,208,434	31,433,197	47,608,422	42,779,116	9,113,420	16,153,471	16,961,144	106,091,699	110,271,335	106,443,098	497,146,936

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Appendix D provides an updated expenditure schedule for the LSRP as well as the supporting analysis of the identified revenues for implementation with funds from the RD 17 Mossdale Tract Assessment and DWR’s EIP program. This analysis supports the net revenues identified in **Table 5** that are available to support the implementation of the Phase 4 Project after completion of the LSRP.

Development Fees & Advance Funding

Currently, SJAFCA, through an amended collection agreement with the Cities of Lathrop, Manteca, Stockton, and San Joaquin County is collecting fees as a condition of development within the Project’s benefit area. On July 12, 2022, SJAFCA adopted Resolution R-22-135 approving an Update to the Mossdale Tract Area Regional Urban Level of Flood Protection Nexus Study (Nexus Study Update) and a related collection agreement amendment (reference **Appendix B**). Subsequently, the Cities of Lathrop, Manteca, Stockton, and San Joaquin County adopted the Nexus Study Update and authorized the collection of the new fee between September and November 2022. As such, the portions of the Mossdale Tract Area that include planned development projects that lie within the 200-year Floodplain (the Phase 4 Project benefit area) will need to mitigate the impact of development in the floodplain and pay the Regional DIF. This funding will ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

To ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies entered into agreements with landowners to advance some of the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the “Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study Update” dated November 16, 2022. The current financing plan reflected within this APR reflects the updated fee rate effective as of December 2022. **Appendix B** shows the actual revenues received through July 2024 and projections of the revenues to come from the Updated Regional Fee Program overtime. In addition, the analysis considers the escalation of the fee rates over time based on the approved indexed escalation rate incorporated into the approved updated Fee.

To continue to advance the Phase 4 Project the Land Use Agencies have utilized Agency and developer advance funding and fee revenue collections. This funding has been utilized to support ongoing efforts including the formation of the EIFD and the planning and implementation of an Overlay Assessment expected in 2024. Early funding is expected to be reimbursed to the Agencies (in the future) or, in the case of developer advanced funding, creditable toward the DIF Program as described above.

Mossdale Tract Overlay Assessment District

Given the fact that a significant portion of the beneficiaries of the SJAFCA ULOP Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment (the previously described OAD). RD 17's existing Mossdale Tract Assessment currently generates more than \$3.2 million per year with an average residential assessment of approximately \$96 per year. To test the feasibility of a new OAD, a detailed analysis of the apportionment of special benefits for the Phase 4 Project was completed as part of the financial analyses associated with the Governance Analysis completed in late 2017. In July 2024, after a successful Proposition 218 property owner ballot proceeding, SJAFCA formed the Mossdale Tract Overlay Assessment District with the adoption of a SJAFCA Resolution No. 24-22 (**Appendix C**). The new OAD will levy approximately \$2.24 million across all parcels within the Assessment District with an average residential per parcel assessment of approximately \$70 in addition to the existing assessment. The revenues reflected in **Table 5** reflect the approved assessment and a conservative increase of 2% per year in annual revenues to support the project.

Enhanced Infrastructure Financing District

In July 2022 SJAFCA's Member Land Use Agencies formed the Mossdale Tract Enhanced Infrastructure Financing District. The EIFD allows for the use of Tax Increment Financing for the regional flood control improvements. The entities initiated the process by forming a new Public Financing Authority that includes members of the legislative bodies of the public agencies as well as two public members. The Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (EUIFD PFA) prepared an Infrastructure Financing Plan (IFP) that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The IFP identifies the participating taxing entities within the EIFD and the share of Property Tax Increment each participating entity in the EIFD would allocate to the Project over time.

EIFD / Special Benefit District Financing

Appendix E provides reference to the location of IFP on SJAFCA's website. This document includes an analysis of the projected revenues to come from the proposed EIFD. The revenues projected within the IFP, which are reflected within the financing plan presented in this APR, have been updated to reflect actual revenues for the first 3 years of the EIFD. Tax Increment revenues will flow to the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority which is the governance entity established pursuant to EIFD Law tasked with implementing the improvements identified within the IFP. The PFA and SJAFCA have entered into an MOU to allow for the transfer of Tax Increment funds from the PFA to SJAFCA.

To ensure sufficient revenues are available to finance the improvements, SJAFCA plans to issue debt secured by Overlay Assessment District revenues and utilize Tax Increment Revenues on a pay as you go basis to meet the local cost share obligation of the project. An updated analysis of the financing capacity of the proposed OAD has been prepared and is included within **Appendix E**. **Figure 2** below illustrates the revenues, proposed bond issuance, and debt service associated with the planned financing.

The updated Financing Plan assumes the following borrowing take place:

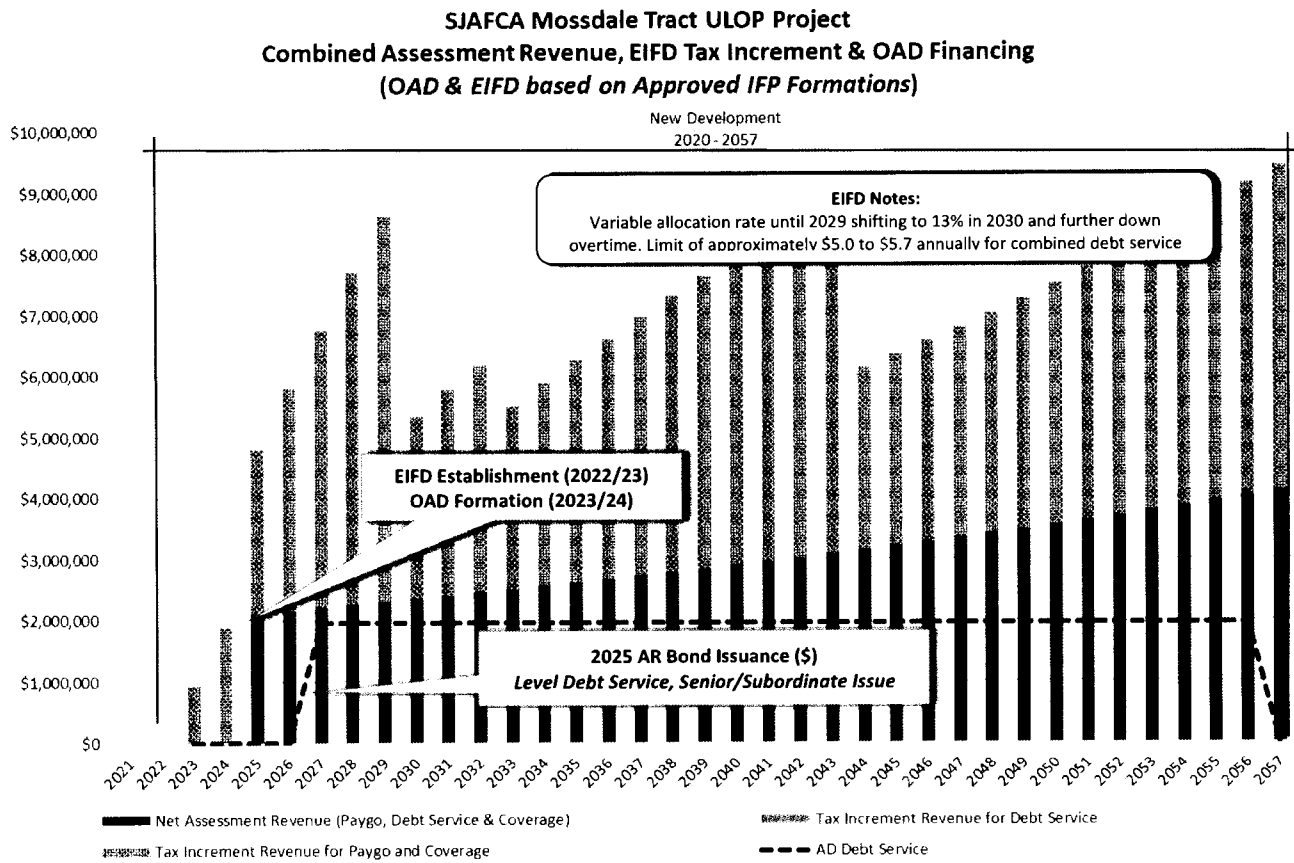
- One borrowing in 2027 yielding approximately \$27.17 million in proceeds (estimated \$30.16 Million Par) takes place. The borrowings would be secured by the proposed assessment district with 3 years of collection history and rate covenant of 1.2x Maximum Annual Debt Service. The current financing plan assumes a 30-year issue with 3.6% interest rates and level debt service. The issue is with an estimated 100% of Maximum Annual Debt Service reserve fund.

The Financing Plan presented with this 2023 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in the IFP referenced in **Appendix E**, the EIFD revenue analysis has been prepared to present the following property tax revenue allocation rate scenarios as follows:

Affected Taxing Entity	EIFD Contribution Rate			
	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

The Variable Tax Rate Scenario has been modeled and created additional capacity to provide the necessary revenues to cover project needs on a pay-as-you-go basis over time. Need is shown in **Table F1** and demonstrated in the chart presented in **Figure 2**.

Figure 2: Assessment Revenue & EIFD Tax Increment Financing Approach



The OAD provides revenues sufficient for the required debt service and, in addition, the revenues needed to provide coverage for the bonds would be available and are authorized to provide ongoing operations and maintenance for the improved levee system.

Status and Schedule for Local Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration [1]	Status
MOU Principles		June 1, 2016	N/A	Completed
Prepare and Review ULOP Adequate Progress Report		June 1, 2016	N/A	Completed
Enter into MOU		June 30, 2016	N/A	Completed
Adopt ULOP Adequate Progress Findings		July 2, 2016	N/A	Completed
Develop Funding/Governance Evaluation Framework		March 2016	N/A	Completed
Prepare Financial & Governance Analysis Supporting Governance Entity & Financial Plan		September 2017	N/A	Completed
<i>Implement Governance Entity</i>				
Enter into JPA & (SJAFCA Reorganization)		December 2017	N/A	Completed
<i>Implement Funding Mechanisms</i>				
Interim Impact Fee		April 2017	N/A	Completed
Regional Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Regional Impact Fee Update	June 2021	November 2022	N/A	Completed
Overlay Assessment District Formation	June 2018	July 2024	N/A	Completed
EIFD Adoption and EIFD Formation	September 2018	August 2022	N/A	Completed Administration Ongoing
<i>Implement Financing Entity / Mechanism</i>				
Issue Debt		2027	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06:
RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE
MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE**

**FEBRUARY 24, 2023, TECHNICAL MEMORANDUM PREPARED BY KJELDEN
SINNOCK NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA URBAN FLOOD RISK REDUCTION PROJECT: 2023 COST
ESTIMATE UPDATE**

Reso 19-06 SJAFCA Resolution Adopting Policy re: Climate Change A1
Tech Memo Technical Memo Detailing Updated Cost Estimate A7

RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**



**RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN
STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN
LIGHT OF CLIMATE CHANGE**

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

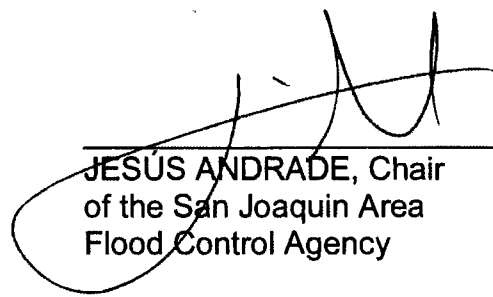
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

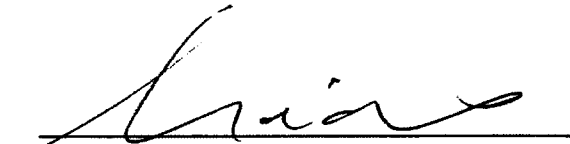
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.




JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT “A”

San Joaquin Area Flood Control Agency Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as “stage”) is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

EXHIBIT “A”

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, “Safeguarding California: Reducing Climate Risk (2014)” at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document “2017 CVFPP Update – Climate Change Analysis Technical Memorandum.” The document also recommends further study:

- Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

EXHIBIT “A”

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the “2017 CVFPP Update – Scenario Technical Analyses Summary Report” which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR’s climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual “leveling out” of the effects.

SJAFCA’s policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT “A”

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

TECHNICAL MEMORANDUM

February 24, 2023

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project

Subject: 2023 Cost Estimate Update

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE

1. Introduction

Detailed analyses have previously been performed on the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report in 2016 was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGE0, Inc. The results of the analyses indicated that substantial improvements were needed to the RD17 levees, including a proposed eastward extension of the RD17 Dryland Levee. The overall estimated cost of these improvements amounted to nearly \$137 million, based on 2015 dollars.

In 2019, a new climate change evaluation including hydrological and hydraulic analyses was performed by PBI to refine potential climate change impacts in accordance with San Joaquin Area Flood Control Agency (SJAFCA) policy. The results of this new evaluation indicated substantial elevated levels to the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Additional improvements were identified based on the updated climate change evaluation, including the need to extend the proposed RD17 Dryland Levee extension even further to the east. The overall estimated cost of these incremental improvements amounted to nearly \$57 million, based on 2015 dollars.

In 2021, the cost estimates from the 2016 ULDC Engineer's Report and the 2019 climate change evaluation were consolidated into a single cost estimate and updated to 2021 dollars. As a result, the overall consolidated, estimated cost of all the improvements increased from \$194 million (2015 dollars) to approximately \$230 million (2021 dollars).

In 2023, project drawings were prepared by KSN at a 35% design level which included refinements to the proposed RD17 Dryland Levee extension alignment and other minor adjustments. Material quantities were also calculated as part of the 35% design and compared to previous assumptions.

The purpose of this technical memorandum is to update the 2021 cost estimate to 2023 dollars and incorporate the 35% design and material refinements.



2. Summary of 2021 Cost Estimate

The updated, consolidated cost estimate from 2021 was based on 14.47 miles fix-in-place levee improvements and 2.75 miles of new levee, and the overall project cost amounted to approximately \$230 million in 2021 dollars. As stated earlier, this cost estimate was based on assumptions developed in the 2016 ULDC Engineer’s Report and the 2019 climate change evaluation. A breakdown of the 2021 cost estimate is shown below in Table 1. A detailed breakdown of the improvement costs on a project-by-project basis for the 2021 cost estimate is included in **EXHIBIT 1**

Table 1 – Summary of 2021 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	\$9,354,000
2	172+45	192+00	Cutoff Wall	\$5,331,000
3	190+50	247+00	Seepage Berm	\$17,002,000
4	255+50	259+50	Seepage Berm	\$1,138,000
5	270+00	297+75	Seepage Berm	\$7,389,000
6	311+00	362+50	Cutoff Wall	\$12,337,000
7	388+00	518+50	Cutoff Wall	\$30,954,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$17,390,000
9	703+00	741+30	Cutoff Wall	\$7,673,000
10	781+00	799+50	Cutoff Wall	\$3,716,000
11	822+80	853+50	Levee Raise @ Walthall Slough	\$1,941,000
12	853+50	959+00	Levee Raise & Seepage Berm @ Dryland Levee	\$38,374,000
13	0+00	959+00	Erosion Repairs	\$10,851,000
14	0+00	959+00	Right-of-Way (existing)	\$14,284,000
15	959+00	1104+20	Dryland Levee Extension	\$52,275,000
Total:				\$230,009,000

3. Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Kjeldsen, Sinnock & Neudeck, Inc. *Urban Levee Design Criteria (ULDC) Evaluation – Identify Necessary Improvements and Cost Estimate*. March 3, 2016.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Adjustments for Climate Change – Cost Estimate*. December 12, 2019.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Climate Change Adjustment – Consolidated Cost Estimate*. January 2021.

4. Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 908+60. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed is shown below in Table 2.



Table 2 - Summary of Analyzed Levee Segments

Levee Segment	2021 Cost Estimate			2023 Cost Estimate			Segment Status	
	Station From	Station To	Length (miles)	Station From	Station To	Length (miles)		
French Camp Slough	0+00	101+00	1.91	0+00	101+00	1.91	Existing	
San Joaquin River	101+00	822+80	13.67	101+00	822+80	13.67	Existing	
Walthall Slough	822+80	853+50	0.58	822+80	853+50	0.58	Existing	
Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04	Existing	
Dryland Levee Extension	959+00	1052+00 ⁽¹⁾	1.76	908+60	1030+53	2.31	Proposed	
Totals:			20.91				19.51	

Notes:

- (1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies.

5. Refinements from 35% Design

The existing RD 17 Dryland Levee begins at Station 853+50 at Woodward Avenue and meanders 2.51 miles to the east to Station 985+95 at nearly Airport Way. The recommendations described in the original 2016 ULDC Engineer's Report proposed to construct a new Dryland Levee Extension beginning at Station 972+25 and extending 3.29 miles to the east beyond Airport Way along an arbitrary alignment.

Since the original 2016 ULDC Engineer's Report, the alignment of the Dryland Levee Extension has continuously been refined with newer evaluations and analyses resulting in the updated cost estimates in 2021 and 2023. A summary of the various Dryland Levee Extension alignments is shown below in Table 3. A map of the two Dryland Levee Extension alignments is included in **EXHIBIT 2**.

Table 3 - Refinements to the New Dryland Levee Extension

Description	2021 Cost Estimate			2023 Cost Estimate		
	Station From	Station To	Length (miles)	Station From	Station To	Length (miles)
Fix-in-Place Repairs to RD 17 Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04
Dryland Levee Extension	959+00	1052+00 ⁽¹⁾	1.76	908+60	1030+53	2.31

Notes:

- (1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies.

As the 35% design was being developed, quantities of construction materials were calculated. These quantities were compared to preliminary assumptions, and the 2023 cost estimate was updated with the new quantities accordingly. A map of the project sites pursuant to the 35% design is shown below in Figure 1.

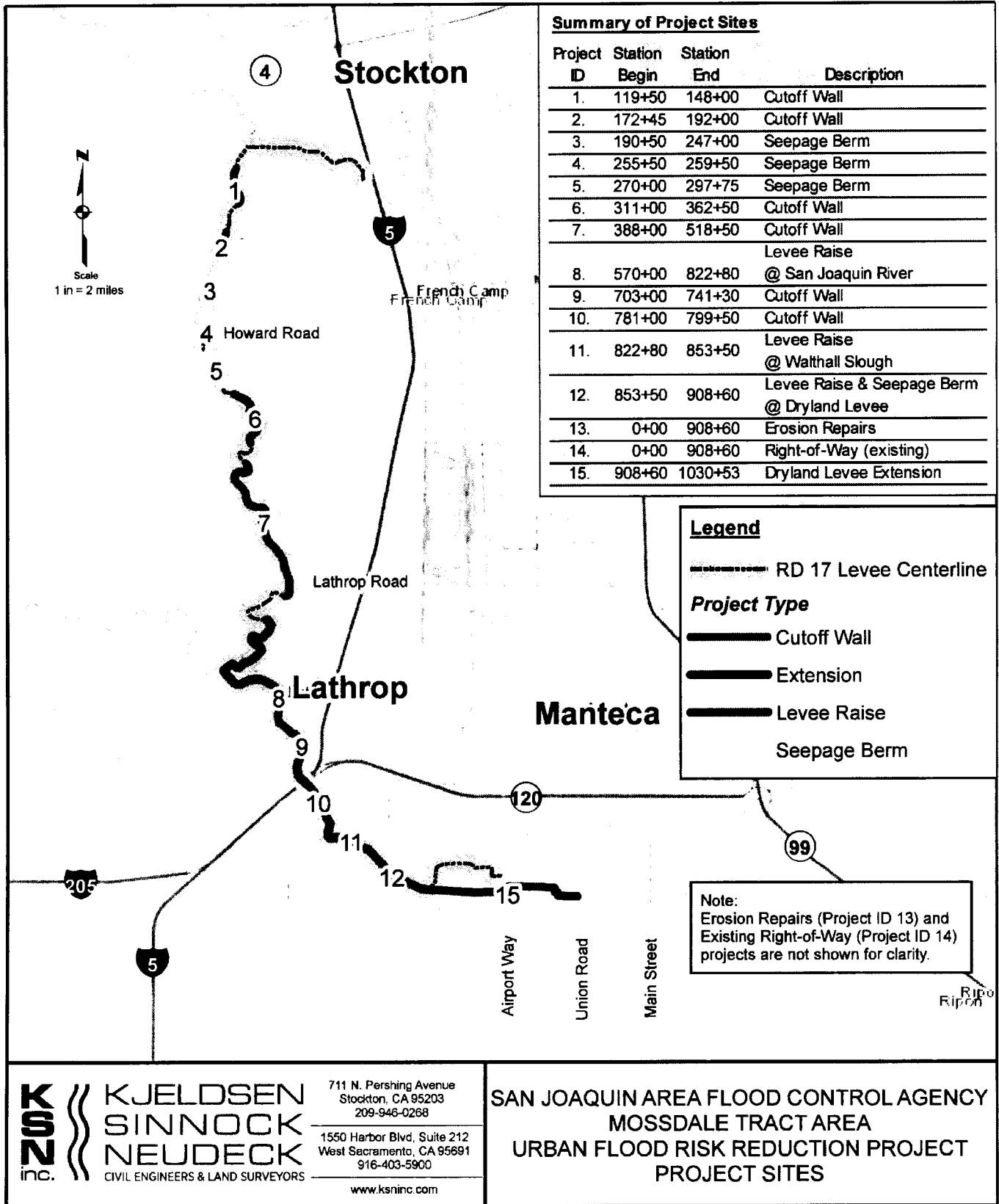


Figure 1 – 35% Design Project Sites



6. Update of Cost Estimate to 2023 Dollars

The update of the cost estimate from 2021 dollars to 2023 dollars was accomplished utilizing the Construction Cost Index (CCI) published monthly by Engineering News-Record (ENR). The CCI is an indicator of general construction costs and includes labor and materials components. ENR uses the CCI to measure how much it costs to purchase a hypothetical package of goods and services and compare it to what it was in a prior year. The CCIs that were used in this assessment are shown below in Table 4.

Table 4 - ENR CCIs and Escalation Factor

Description	Value
ENR CCI (January 2021)	11627.94
ENR CCI (February 2023)	13175.93
Escalation Factor	1.1331

The unit costs of the consolidated cost estimate were then adjusted by multiplying them by the above-described Escalation Factor. Afterwards, the adjusted unit costs were compared to bids from recent comparable projects in the area. All but four of the adjusted unit costs were determined to be reasonable, and a manual adjustment was made to the remaining four. A summary of the unit cost adjustments for these four items is shown below in.

Description	Unit	2021 Cost Estimate Unit Cost	2023 Cost Estimate	
			Calculated with ENR CCI	Manual Adjustment
Class 2 Aggregate Base	ton	\$29	\$33	\$45
Drain Rock Material	ton	\$35	\$40	\$45
Imported Engineered Fill	ton	\$18	\$20	\$25
Sand Filter Material	ton	\$29	\$33	\$45

7. Cost Estimate Conclusions

Overall, the project cost estimate increased by \$606,000 from 2021 to 2023. A breakdown of the general cost estimate adjustments is shown below in Table 5.

Table 5 - General Cost Estimate Adjustments

Description	Amount
2021 Cost Estimate	\$230,009,000
ENR CCI Adjustment from Jan 2021 to Feb 2023	+ \$61,296,000
Reconfiguration and Material Quantity Refinements at the Dryland Levee Extension in 35% Design	- \$50,746,000
Other Material Quantity Refinements in 35% Design	- \$9,944,000
2023 Cost Estimate	\$230,615,000

The updated 2023 cost estimate for the project is summarized below in Table 6. A detailed breakdown of the improvement costs on a project-by-project basis for the 2023 cost estimate is included in EXHIBIT 3.



Table 6 - Summary of 2023 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	\$9,775,000
2	172+45	192+00	Cutoff Wall	\$4,459,000
3	190+50	247+00	Seepage Berm	\$20,255,000
4	255+50	259+50	Seepage Berm	\$1,545,000
5	270+00	297+75	Seepage Berm	\$9,131,000
6	311+00	362+50	Cutoff Wall	\$15,753,000
7	388+00	518+50	Cutoff Wall	\$36,056,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$23,115,000
9	703+00	741+30	Cutoff Wall	\$7,126,000
10	781+00	799+50	Cutoff Wall	\$3,307,000
11	822+80	853+96	Levee Raise @ Walthall Slough	\$1,273,000
12	853+96	908+60	Levee Raise & Seepage Berm @ Dryland Levee	\$15,800,000
13	0+00	908+60	Erosion Repairs	\$12,310,000
14	0+00	908+60	Right-of-Way (existing)	\$16,172,000
15	908+60	1030+53	Dryland Levee Extension	\$54,538,000
Total:				\$230,615,000

San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 1
2021 Cost Estimate Breakdown

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 1				STA 119+50 TO STA 148+00			
Construction				\$4,732,000		\$5,567,500	
1.	Mobilization			10%	\$418,800	10%	\$492,700
2.	Erosion Control			3%	\$125,700	3%	\$147,900
3.	Clearing and Grubbing	5.4	AC	\$2,000	\$10,800	\$2,400	\$13,000
5.	Deep Mix Method (DMM) Cutoff Wall	83,300	SF	\$20	\$1,666,000	\$24	\$1,999,200
6.	Tracer Wire	2,900	LF	\$2	\$5,800	\$3	\$8,700
7.	Imported Engineered Fill	23,900	TN	\$15	\$358,500	\$18	\$430,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 42" Pipe	6	EA	\$250,000	\$1,500,000	\$288,100	\$1,728,600
11.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
12.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
13.	42" Valve	6	EA	\$70,000	\$420,000	\$80,700	\$484,200
14.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
15.	Encroachment Modification	1	EA	\$20,000	\$20,000	\$23,100	\$23,100
16.	Hydroseeding	128,300	SF	\$0.10	\$12,900	\$0.12	\$15,400
Mangement / Environmental / Engineering				\$1,893,000		\$2,227,300	
1.	Administration			5%	\$236,600	5%	\$278,400
2.	Planning			3%	\$142,000	3%	\$167,100
3.	Environmental and Permitting			5%	\$236,600	5%	\$278,400
4.	Geotechnical Engineering			2%	\$94,700	2%	\$111,400
5.	Surveying and Civil Engineering			10%	\$473,200	10%	\$556,800
6.	Construction Management and Inspection			12%	\$567,900	12%	\$668,100
7.	Mitigation			3%	\$142,000	3%	\$167,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,125,000		\$1,350,000	
Project Totals				\$7,950,000		\$9,354,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 2				STA 175+45 TO STA 192+00			
Construction				\$2,656,400		\$3,173,000	
1.	Mobilization			10%	\$235,100	10%	\$280,800
2.	Erosion Control			3%	\$70,600	3%	\$84,300
3.	Clearing and Grubbing	3.7	AC	\$2,000	\$7,400	\$2,400	\$8,900
5.	Deep Mix Method (DMM) Cutoff Wall	88,000	SF	\$20	\$1,760,000	\$24	\$2,112,000
6.	Tracer Wire	2,000	LF	\$2	\$4,000	\$3	\$6,000
7.	Imported Engineered Fill	16,500	TN	\$15	\$247,500	\$18	\$297,000
8.	Class 2 Aggregate Base	1,500	TN	\$25	\$37,500	\$29	\$43,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 12" Pipe	1	EA	\$60,000	\$60,000	\$69,200	\$69,200
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
14.	12" Valve	1	EA	\$4,000	\$4,000	\$4,700	\$4,700
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
17.	Hydroseeding	88,000	SF	\$0.10	\$8,800	\$0.12	\$10,600
Management / Environmental / Engineering				\$1,062,900		\$1,269,400	
1.	Administration			5%	\$132,900	5%	\$158,700
2.	Planning			3%	\$79,700	3%	\$95,200
3.	Environmental and Permitting			5%	\$132,900	5%	\$158,700
4.	Geotechnical Engineering			2%	\$53,200	2%	\$63,500
5.	Surveying and Civil Engineering			10%	\$265,700	10%	\$317,300
6.	Construction Management and Inspection			12%	\$318,800	12%	\$380,800
7.	Mitigation			3%	\$79,700	3%	\$95,200
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$743,900		\$888,500	
Project Totals				\$4,464,000		\$5,331,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 3				STA 190+50 TO STA 247+00			
Construction				\$8,142,200		\$9,569,200	
1.	Mobilization			3%	\$230,500	3%	\$270,900
2.	Erosion Control			3%	\$230,500	3%	\$270,900
3.	Clearing and Grubbing	20.8	AC	\$2,000	\$41,600	\$2,400	\$50,000
4.	Imported Engineered Fill	159,200	TN	\$15	\$2,388,000	\$18	\$2,865,600
5.	Drain Rock Material	99,200	TN	\$30	\$2,976,000	\$35	\$3,472,000
6.	Sand Filter Material	49,400	TN	\$25	\$1,235,000	\$29	\$1,432,600
7.	Filter Fabric	675,300	SF	\$0.50	\$337,700	\$0.58	\$391,700
8.	Class 2 Aggregate Base	4,200	TN	\$25	\$105,000	\$29	\$121,800
9.	Reconstruct Existing 8" Pipe	4	EA	\$45,000	\$180,000	\$51,900	\$207,600
10.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
13.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
14.	8" Valve	4	EA	\$2,500	\$10,000	\$2,900	\$11,600
15.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
16.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
17.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
18.	Hydroseeding	743,100	SF	\$0.10	\$74,400	\$0.12	\$89,200
Management / Environmental / Engineering				\$3,257,300		\$3,828,000	
1.	Administration			5%	\$407,200	5%	\$478,500
2.	Planning			3%	\$244,300	3%	\$287,100
3.	Environmental and Permitting			5%	\$407,200	5%	\$478,500
4.	Geotechnical Engineering			2%	\$162,900	2%	\$191,400
5.	Surveying and Civil Engineering			10%	\$814,300	10%	\$957,000
6.	Construction Management and Inspection			12%	\$977,100	12%	\$1,148,400
7.	Mitigation			3%	\$244,300	3%	\$287,100
Real Estate				\$667,500		\$771,000	
1.	Land Valuation (Agricultural)	12.7	AC	\$25,000	\$317,500	\$28,900	\$367,100
2.	Easement Acquisition	7	EA	\$50,000	\$350,000	\$57,700	\$403,900
Contingency (20%)				\$2,419,000		\$2,803,700	
Project Totals				\$14,481,000		\$17,002,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 4				STA 255+50 TO STA 259+50			
Construction				\$528,800		\$621,000	
1.	Mobilization			3%	\$15,000	3%	\$17,600
2.	Erosion Control			3%	\$15,000	3%	\$17,600
3.	Clearing and Grubbing	1.4	AC	\$2,000	\$2,800	\$2,400	\$3,400
4.	Imported Engineered Fill	9,900	TN	\$15	\$148,500	\$18	\$178,200
5.	Drain Rock Material	6,000	TN	\$30	\$180,000	\$35	\$210,000
6.	Sand Filter Material	3,000	TN	\$25	\$75,000	\$29	\$87,000
7.	Filter Fabric	40,800	SF	\$0.50	\$20,400	\$0.58	\$23,700
8.	Class 2 Aggregate Base	300	TN	\$25	\$7,500	\$29	\$8,700
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
11.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
12.	Hydroseeding	45,600	SF	\$0.10	\$4,600	\$0.12	\$5,500
Mangement / Environmental / Engineering				\$211,800		\$248,800	
1.	Administration			5%	\$26,500	5%	\$31,100
2.	Planning			3%	\$15,900	3%	\$18,700
3.	Environmental and Permitting			5%	\$26,500	5%	\$31,100
4.	Geotechnical Engineering			2%	\$10,600	2%	\$12,500
5.	Surveying and Civil Engineering			10%	\$52,900	10%	\$62,100
6.	Construction Management and Inspection			12%	\$63,500	12%	\$74,600
7.	Mitigation			3%	\$15,900	3%	\$18,700
Real Estate				\$67,500		\$78,000	
1.	Land Valuation (Agricultural)	0.7	AC	\$25,000	\$17,500	\$28,900	\$20,300
2.	Easement Acquisition	1	EA	\$50,000	\$50,000	\$57,700	\$57,700
Contingency (20%)				\$161,700		\$189,000	
Project Totals				\$970,000		\$1,138,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 5				STA 270+00 TO STA 297+75			
Construction				\$3,512,500		\$4,127,500	
1.	Mobilization			3%	\$99,500	3%	\$116,900
2.	Erosion Control			3%	\$99,500	3%	\$116,900
3.	Clearing and Grubbing	9.1	AC	\$2,000	\$18,200	\$2,400	\$21,900
4.	Imported Engineered Fill	68,600	TN	\$15	\$1,029,000	\$18	\$1,234,800
5.	Drain Rock Material	41,600	TN	\$30	\$1,248,000	\$35	\$1,456,000
6.	Sand Filter Material	20,400	TN	\$25	\$510,000	\$29	\$591,600
7.	Filter Fabric	283,100	SF	\$0.50	\$141,600	\$0.58	\$164,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Reconstruct Existing 12" Pipe	2	EA	\$60,000	\$120,000	\$69,200	\$138,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
14.	12" Valve	2	EA	\$4,000	\$8,000	\$4,700	\$9,400
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Hydroseeding	316,400	SF	\$0.10	\$31,700	\$0.12	\$38,000
Mangement / Environmental / Engineering				\$1,405,300		\$1,651,300	
1.	Administration			5%	\$175,700	5%	\$206,400
2.	Planning			3%	\$105,400	3%	\$123,900
3.	Environmental and Permitting			5%	\$175,700	5%	\$206,400
4.	Geotechnical Engineering			2%	\$70,300	2%	\$82,600
5.	Surveying and Civil Engineering			10%	\$351,300	10%	\$412,800
6.	Construction Management and Inspection			12%	\$421,500	12%	\$495,300
7.	Mitigation			3%	\$105,400	3%	\$123,900
Real Estate				\$327,500		\$378,200	
1.	Land Valuation (Agricultural)	5.1	AC	\$25,000	\$127,500	\$28,900	\$147,400
2.	Easement Acquisition	4	EA	\$50,000	\$200,000	\$57,700	\$230,800
Contingency (20%)				\$1,019,100		\$1,182,100	
Project Totals				\$6,295,000		\$7,389,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 6				CUTOFF WALL STA 311+00 TO STA 362+50			
Construction				\$6,001,700		\$7,343,200	
1.	Mobilization			10%	\$531,200	10%	\$649,900
2.	Erosion Control			3%	\$159,400	3%	\$195,000
3.	Clearing and Grubbing	10.8	AC	\$2,000	\$21,600	\$2,400	\$26,000
4.	Degrade Existing Levee (1/3 Height)	23,500	CY	\$10	\$235,000	\$12	\$282,000
5.	Soil-Bentonite (SB) Cutoff Wall	354,200	SF	\$8	\$2,833,600	\$10	\$3,542,000
6.	Temporary Cap (Double Handle)	9,200	CY	\$10	\$92,000	\$12	\$110,400
7.	Tracer Wire	5,200	LF	\$2	\$10,400	\$3	\$15,600
8.	Imported Engineered Fill	108,800	TN	\$15	\$1,632,000	\$18	\$1,958,400
9.	Class 2 Aggregate Base	3,900	TN	\$25	\$97,500	\$29	\$113,100
10.	Reconstruct Existing 6" Pipe	1	EA	\$40,000	\$40,000	\$46,100	\$46,100
11.	Reconstruct Existing 8" Pipe	1	EA	\$45,000	\$45,000	\$51,900	\$51,900
12.	Reconstruct Existing 10" Pipe	3	EA	\$55,000	\$165,000	\$63,400	\$190,200
13.	Reconstruct Existing 14" Pipe	1	EA	\$75,000	\$75,000	\$86,500	\$86,500
14.	Air Release Valve	6	EA	\$2,000	\$12,000	\$2,400	\$14,400
15.	6" Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
16.	8" Valve	1	EA	\$2,500	\$2,500	\$2,900	\$2,900
17.	10" Valve	3	EA	\$3,000	\$9,000	\$3,500	\$10,500
18.	14" Valve	1	EA	\$7,000	\$7,000	\$8,100	\$8,100
19.	Hydroseeding	314,200	SF	\$0.10	\$31,500	\$0.12	\$37,800
Mangement / Environmental / Engineering				\$2,401,000		\$2,937,500	
1.	Administration			5%	\$300,100	5%	\$367,200
2.	Planning			3%	\$180,100	3%	\$220,300
3.	Environmental and Permitting			5%	\$300,100	5%	\$367,200
4.	Geotechnical Engineering			2%	\$120,100	2%	\$146,900
5.	Surveying and Civil Engineering			10%	\$600,200	10%	\$734,400
6.	Construction Management and Inspection			12%	\$720,300	12%	\$881,200
7.	Mitigation			3%	\$180,100	3%	\$220,300
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,000,000		\$1,237,200	
Project Totals				\$10,084,000		\$12,337,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 7				STA 388+00 TO STA 518+50			
Construction				\$15,102,800		\$18,424,200	
1.	Mobilization			10%	\$1,336,600	10%	\$1,630,500
2.	Erosion Control			3%	\$401,000	3%	\$489,200
3.	Clearing and Grubbing	27.3	AC	\$2,000	\$54,600	\$2,400	\$65,600
4.	Degrade Existing Levee (1/3 Height)	59,500	CY	\$10	\$595,000	\$12	\$714,000
5.	Soil-Bentonite (SB) Cutoff Wall	827,000	SF	\$8	\$6,616,000	\$10	\$8,270,000
6.	Temporary Cap (Double Handle)	23,200	CY	\$10	\$232,000	\$12	\$278,400
7.	Tracer Wire	13,000	LF	\$2	\$26,000	\$3	\$39,000
8.	Imported Engineered Fill	275,600	TN	\$15	\$4,134,000	\$18	\$4,960,800
9.	Class 2 Aggregate Base	9,600	TN	\$25	\$240,000	\$29	\$278,400
10.	Reconstruct Existing 4" Pipe	1	EA	\$35,000	\$35,000	\$40,400	\$40,400
11.	Reconstruct Existing 6" Pipe	2	EA	\$40,000	\$80,000	\$46,100	\$92,200
12.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
13.	Reconstruct Existing 12" Pipe	5	EA	\$60,000	\$300,000	\$69,200	\$346,000
14.	Reconstruct Existing 14" Pipe	2	EA	\$75,000	\$150,000	\$86,500	\$173,000
15.	Reconstruct Existing 16" Pipe	3	EA	\$80,000	\$240,000	\$92,200	\$276,600
16.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
17.	Reconstruct Existing 36" Pipe	1	EA	\$200,000	\$200,000	\$230,500	\$230,500
18.	Air Release Valve	17	EA	\$2,000	\$34,000	\$2,400	\$40,800
19.	4" Valve	1	EA	\$1,500	\$1,500	\$1,800	\$1,800
20.	6" Valve	2	EA	\$2,000	\$4,000	\$2,400	\$4,800
21.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
22.	12" Valve	5	EA	\$4,000	\$20,000	\$4,700	\$23,500
23.	14" Valve	2	EA	\$7,000	\$14,000	\$8,100	\$16,200
24.	16" Valve	3	EA	\$8,500	\$25,500	\$9,800	\$29,400
25.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
26.	36" Valve	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
27.	Hydroseeding	796,000	SF	\$0.10	\$79,600	\$0.12	\$95,600
Mangement / Environmental / Engineering				\$6,041,400		\$7,370,200	
1.	Administration			5%	\$755,200	5%	\$921,300
2.	Planning			3%	\$453,100	3%	\$552,800
3.	Environmental and Permitting			5%	\$755,200	5%	\$921,300
4.	Geotechnical Engineering			2%	\$302,100	2%	\$368,500
5.	Surveying and Civil Engineering			10%	\$1,510,300	10%	\$1,842,500
6.	Construction Management and Inspection			12%	\$1,812,400	12%	\$2,211,000
7.	Mitigation			3%	\$453,100	3%	\$552,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$4,228,900		\$5,158,900	
Project Totals				\$25,374,000		\$30,954,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE			
ID 8				STA 570+00 TO STA 822+80			
Construction				\$8,370,100		\$9,925,400	
1.	Mobilization			3%	\$236,900	3%	\$281,000
2.	Erosion Control			3%	\$236,900	3%	\$281,000
3.	Clearing and Grubbing	43.6	AC	\$2,000	\$87,200	\$2,400	\$104,700
4.	Imported Engineered Fill	339,700	TN	\$15	\$5,095,500	\$18	\$6,114,600
5.	Floodwall (3' tall)	2,400	LF	\$125	\$300,000	\$145	\$348,000
6.	Class 2 Aggregate Base	18,800	TN	\$25	\$470,000	\$29	\$545,200
7.	Reconstruct Existing 12" Pipe	3	EA	\$60,000	\$180,000	\$69,200	\$207,600
8.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
9.	Reconstruct Existing 18" Pipe	4	EA	\$85,000	\$340,000	\$98,000	\$392,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
11.	Reconstruct Existing 48" Pipe	1	EA	\$300,000	\$300,000	\$345,700	\$345,700
12.	Air Release Valve	10	EA	\$2,000	\$20,000	\$2,400	\$24,000
13.	12" Valve	3	EA	\$4,000	\$12,000	\$4,700	\$14,100
14.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
15.	18" Valve	4	EA	\$14,000	\$56,000	\$16,200	\$64,800
16.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
17.	48" Valve	1	EA	\$85,000	\$85,000	\$98,000	\$98,000
18.	Encroachment Removal	31	EA	\$10,000	\$310,000	\$11,600	\$359,600
19.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
20.	Hydroseeding	1,390,400	SF	\$0.10	\$139,100	\$0.12	\$166,900
Management / Environmental / Engineering				\$3,348,700		\$3,970,500	
1.	Administration			5%	\$418,600	5%	\$496,300
2.	Planning			3%	\$251,200	3%	\$297,800
3.	Environmental and Permitting			5%	\$418,600	5%	\$496,300
4.	Geotechnical Engineering			2%	\$167,500	2%	\$198,600
5.	Surveying and Civil Engineering			10%	\$837,100	10%	\$992,600
6.	Construction Management and Inspection			12%	\$1,004,500	12%	\$1,191,100
7.	Mitigation			3%	\$251,200	3%	\$297,800
Real Estate				\$515,300		\$595,100	
1.	Land Valuation (Agricultural)	8.6	AC	\$25,000	\$215,300	\$28,900	\$248,900
2.	Easement Acquisition	6	EA	\$50,000	\$300,000	\$57,700	\$346,200
Contingency (20%)				\$2,448,300		\$2,898,200	
Project Totals				\$14,681,000		\$17,390,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 9				STA 703+00 TO STA 741+30			
Construction				\$3,688,200		\$4,566,900	
1.	Mobilization			10%	\$326,400	10%	\$404,200
2.	Erosion Control			3%	\$98,000	3%	\$121,300
3.	Degrade Existing Levee (1/3 Height)	17,400	CY	\$10	\$174,000	\$12	\$208,800
4.	Soil-Bentonite (SB) Cutoff Wall	306,400	SF	\$8	\$2,451,200	\$10	\$3,064,000
5.	Temporary Cap (Double Handle)	6,700	CY	\$10	\$67,000	\$12	\$80,400
6.	Imported Engineered Fill	37,600	TN	\$15	\$564,000	\$18	\$676,800
7.	Tracer Wire	3,800	LF	\$2	\$7,600	\$3	\$11,400
Management / Environmental / Engineering				\$1,475,700		\$1,827,200	
1.	Administration			5%	\$184,500	5%	\$228,400
2.	Planning			3%	\$110,700	3%	\$137,100
3.	Environmental and Permitting			5%	\$184,500	5%	\$228,400
4.	Geotechnical Engineering			2%	\$73,800	2%	\$91,400
5.	Surveying and Civil Engineering			10%	\$368,900	10%	\$456,700
6.	Construction Management and Inspection			12%	\$442,600	12%	\$548,100
7.	Mitigation			3%	\$110,700	3%	\$137,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,032,000		\$1,281,000	
Project Totals				\$6,197,000		\$7,673,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 10				STA 781+00 TO STA 799+50			
Construction				\$1,785,900		\$2,211,200	
1.	Mobilization			10%	\$158,100	10%	\$195,700
2.	Erosion Control			3%	\$47,500	3%	\$58,800
3.	Degrade Existing Levee (1/3 Height)	8,500	CY	\$10	\$85,000	\$12	\$102,000
4.	Soil-Bentonite (SB) Cutoff Wall	148,000	SF	\$8	\$1,184,000	\$10	\$1,480,000
5.	Temporary Cap (Double Handle)	3,300	CY	\$10	\$33,000	\$12	\$39,600
6.	Imported Engineered Fill	18,300	TN	\$15	\$274,500	\$18	\$329,400
7.	Tracer Wire	1,900	LF	\$2	\$3,800	\$3	\$5,700
Management / Environmental / Engineering				\$714,600		\$884,900	
1.	Administration			5%	\$89,300	5%	\$110,600
2.	Planning			3%	\$53,600	3%	\$66,400
3.	Environmental and Permitting			5%	\$89,300	5%	\$110,600
4.	Geotechnical Engineering			2%	\$35,800	2%	\$44,300
5.	Surveying and Civil Engineering			10%	\$178,600	10%	\$221,200
6.	Construction Management and Inspection			12%	\$214,400	12%	\$265,400
7.	Mitigation			3%	\$53,600	3%	\$66,400
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$500,100		\$819,300	
Project Totals				\$3,001,000		\$3,716,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 11				LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+50			
Construction				\$969,000		\$1,154,700	
1.	Mobilization			3%	\$27,500	3%	\$32,700
2.	Erosion Control			3%	\$27,500	3%	\$32,700
3.	Clearing and Grubbing	5.3	AC	\$2,000	\$10,600	\$2,400	\$12,800
4.	Imported Engineered Fill	47,600	TN	\$15	\$714,000	\$18	\$856,800
5.	Class 2 Aggregate Base	2,300	TN	\$25	\$57,500	\$29	\$66,700
6.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
7.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
8.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
9.	Hydroseeding	168,900	SF	\$0.10	\$16,900	\$0.12	\$20,300
Management / Environmental / Engineering				\$387,800		\$462,200	
1.	Administration			5%	\$48,500	5%	\$57,800
2.	Planning			3%	\$29,100	3%	\$34,700
3.	Environmental and Permitting			5%	\$48,500	5%	\$57,800
4.	Geotechnical Engineering			2%	\$19,400	2%	\$23,100
5.	Surveying and Civil Engineering			10%	\$96,900	10%	\$115,500
6.	Construction Management and Inspection			12%	\$116,300	12%	\$138,600
7.	Mitigation			3%	\$29,100	3%	\$34,700
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingancy (20%)				\$871,000		\$1,070,000	
Project Totals				\$1,629,000		\$1,941,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 12				LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE STA 853+50 TO STA 972+25			
Construction				\$18,810,800		\$22,234,400	
1.	Mobilization			3%	\$532,400	3%	\$629,300
2.	Erosion Control			3%	\$532,400	3%	\$629,300
3.	Traffic Control	1	LS	\$50,000	\$50,000	\$57,700	\$57,700
4.	AC Pavement Repairs	20,000	SF	\$10	\$200,000	\$12	\$240,000
5.	Clearing and Grubbing	50.9	AC	\$2,000	\$101,800	\$2,400	\$122,200
6.	Imported Engineered Fill	569,900	TN	\$15	\$8,548,500	\$18	\$10,258,200
7.	Drain Rock Material	170,400	TN	\$30	\$5,112,000	\$35	\$5,964,000
8.	Sand Filter Material	79,800	TN	\$25	\$1,995,000	\$29	\$2,314,200
9.	Filter Fabric	928,400	SF	\$0.50	\$464,200	\$0.58	\$538,500
10.	Class 2 Aggregate Base	15,700	TN	\$25	\$392,500	\$29	\$455,300
11.	Encroachment Modification	1	EA	\$100,000	\$100,000	\$115,300	\$115,300
12.	Hydroseeding	1,519,200	SF	\$0.10	\$152,000	\$0.12	\$182,400
13.	Quarry Stone Riprap	14,000	TN	\$45	\$630,000	\$52	\$728,000
Mangement / Environmental / Engineering				\$7,524,700		\$8,894,200	
1.	Administration			5%	\$940,600	5%	\$1,111,800
2.	Planning			3%	\$564,400	3%	\$667,100
3.	Environmental and Permitting			5%	\$940,600	5%	\$1,111,800
4.	Geotechnical Engineering			2%	\$376,300	2%	\$444,700
5.	Surveying and Civil Engineering			10%	\$1,881,100	10%	\$2,223,500
6.	Construction Management and Inspection			12%	\$2,257,300	12%	\$2,668,200
7.	Mitigation			3%	\$564,400	3%	\$667,100
Real Estate				\$735,000		\$849,200	
1.	Land Valuation (Agricultural)	19.4	AC	\$25,000	\$485,000	\$28,900	\$560,700
2.	Easement Acquisition	5	EA	\$50,000	\$250,000	\$57,700	\$288,500
Contingency (20%)				\$5,814,100		\$6,988,000	
Project Totals				\$32,485,000		\$38,374,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 13				EROSION REPAIRS STA 0+00 TO STA 959+00			
Construction				\$5,586,200		\$6,458,400	
1.	Mobilization			3%	\$158,100	3%	\$182,800
2.	Erosion Control			3%	\$158,100	3%	\$182,800
3.	Clearing and Grubbing	34.0	AC	\$2,000	\$68,000	\$2,400	\$81,600
4.	Quarry Stone Riprap	115,600	TN	\$45	\$5,202,000	\$52	\$6,011,200
Mangement / Environmental / Engineering				\$2,234,900		\$2,583,800	
1.	Administration			5%	\$279,400	5%	\$323,000
2.	Planning			3%	\$167,600	3%	\$193,800
3.	Environmental and Permitting			5%	\$279,400	5%	\$323,000
4.	Geotechnical Engineering			2%	\$111,800	2%	\$129,200
5.	Surveying and Civil Engineering			10%	\$558,700	10%	\$645,900
6.	Construction Management and Inspection			12%	\$670,400	12%	\$775,100
7.	Mitigation			3%	\$167,600	3%	\$193,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,564,800		\$1,803,500	
Project Totals				\$9,386,000		\$10,851,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 14				RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 959+00			
Real Estate				\$10,317,500		\$11,903,200	
1.	Land Valuation (Agricultural)	40.7	AC	\$25,000	\$1,017,500	\$28,900	\$1,176,300
2.	Land Valuation (Residential)	3.0	AC	\$250,000	\$750,000	\$288,100	\$864,300
3.	Land Valuation (Commercial)	1.0	AC	\$250,000	\$250,000	\$288,100	\$288,100
4.	Improvement Valuation (Residential)	15	EA	\$150,000	\$2,250,000	\$172,900	\$2,593,500
5.	Easement Acquisition	113	EA	\$50,000	\$5,650,000	\$57,700	\$6,520,100
6.	Easement Acquisition (Oak Shores)	1	EA	\$400,000	\$400,000	\$460,900	\$460,900
Contingency (20%)				\$2,593,500		\$3,116,800	
Project Totals				\$12,381,000		\$14,284,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

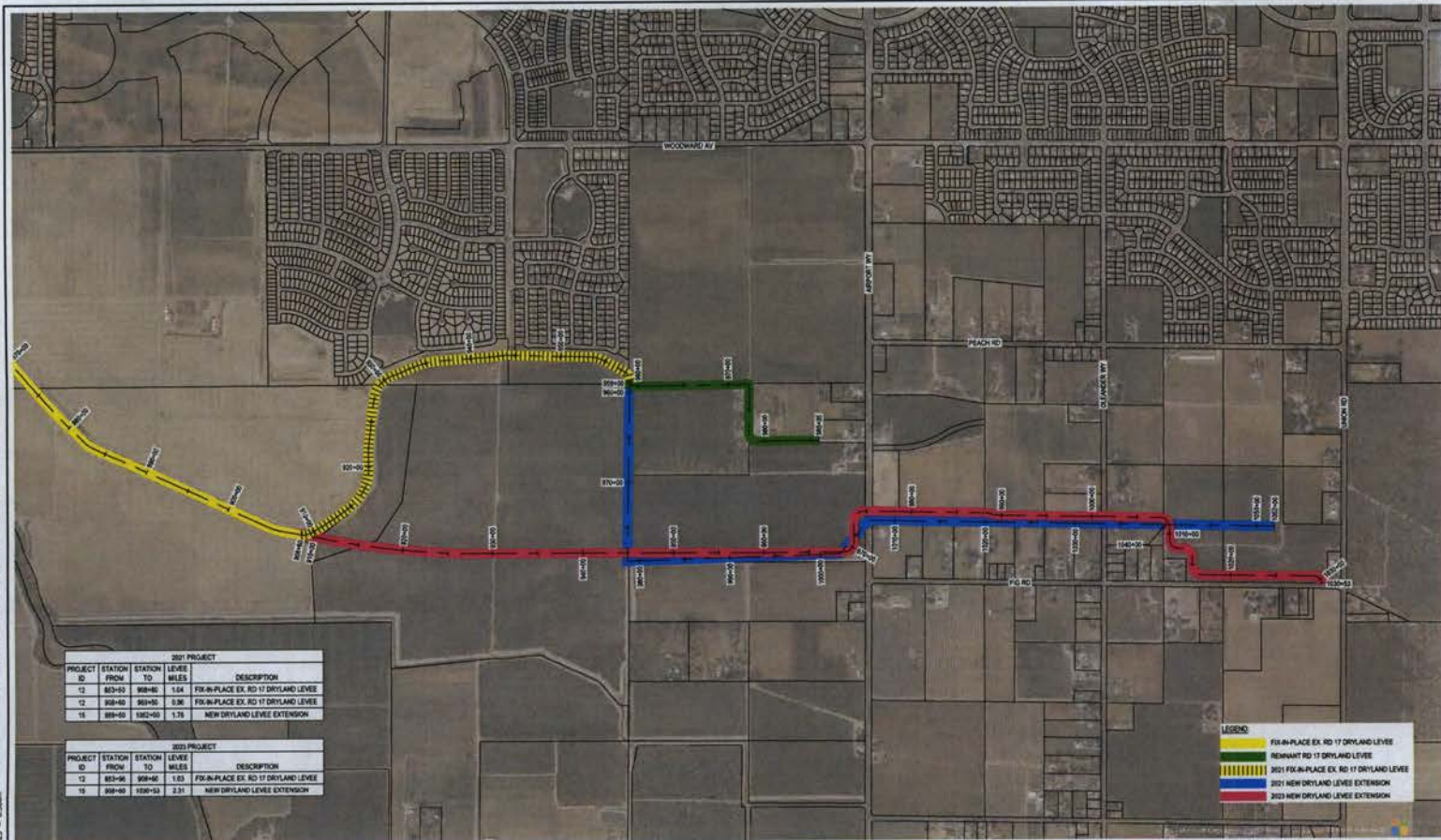
**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 15				DRYLAND LEVEE EXTENSION STA 959+00 TO STA 1104+20			
Construction				\$23,983,300		\$28,501,800	
1.	Mobilization			3%	\$678,800	3%	\$806,700
2.	Erosion Control			3%	\$678,800	3%	\$806,700
3.	Traffic Control	1	LS	\$120,000	\$120,000	\$138,300	\$138,300
4.	AC Pavement Repairs	70,000	SF	\$10	\$700,000	\$12	\$840,000
5.	Clearing and Grubbing	80.8	AC	\$5,000	\$404,200	\$5,800	\$468,900
6.	Excavate Levee Keyway	38,800	CY	\$10	\$388,000	\$12	\$465,600
7.	Imported Engineered Fill	958,800	TN	\$15	\$14,382,000	\$18	\$17,258,400
8.	Drain Rock Material	110,100	TN	\$30	\$3,303,000	\$35	\$3,853,500
9.	Sand Filter Material	33,100	TN	\$25	\$827,500	\$29	\$959,900
10.	Filter Fabric	742,500	SF	\$0.50	\$371,300	\$0.58	\$430,700
11.	Class 2 Aggregate Base	10,800	TN	\$25	\$270,000	\$29	\$313,200
12.	Encroachment Removal	2	EA	\$50,000	\$100,000	\$57,700	\$115,400
13.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
14.	Relocate Ditch	9,100	LF	\$10	\$91,000	\$12	\$109,200
15.	Hydroseeding	1,761,100	SF	\$0.10	\$176,200	\$0.12	\$211,400
16.	Quarry Stone Riprap	26,500	TN	\$45	\$1,192,500	\$52	\$1,378,000
Management / Environmental / Engineering				\$9,593,500		\$11,401,000	
1.	Administration			5%	\$1,199,200	5%	\$1,425,100
2.	Planning			3%	\$719,500	3%	\$855,100
3.	Environmental and Permitting			5%	\$1,199,200	5%	\$1,425,100
4.	Geotechnical Engineering			2%	\$479,700	2%	\$570,100
5.	Surveying and Civil Engineering			10%	\$2,398,400	10%	\$2,850,200
6.	Construction Management and Inspection			12%	\$2,878,000	12%	\$3,420,300
7.	Mitigation			3%	\$719,500	3%	\$855,100
Real Estate				\$3,167,500		\$3,659,500	
1.	Land Valuation (Agricultural)	82.7	AC	\$25,000	\$2,067,500	\$28,900	\$2,390,100
2.	Easement Acquisition	22	EA	\$50,000	\$1,100,000	\$57,700	\$1,269,400
Contingency (20%)				\$7,218,000		\$8,659,000	
Project Totals				\$44,094,000		\$52,275,000	

San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 2
Dryland Levee Extension Comparison

FILE: P:\2025_1\2501_Joining_Mossdale_USAC_Infrastructure\0200_URR_02_Support\Map_Draft\020_URR_0201\URR0201_0201_Col_Estimate_Update.mxd
 PLOT DATE: Feb 27, 2025 10:55am





2021 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE MILES	DESCRIPTION
12	853+00	908+00	1.04	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
12	908+00	920+00	0.06	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	889+00	1382+00	1.76	NEW DRYLAND LEVEE EXTENSION

2022 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE MILES	DESCRIPTION
12	853+00	908+00	1.03	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	908+00	1382+00	2.31	NEW DRYLAND LEVEE EXTENSION

LEGEND

- FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
- REMNANT RD 13 DRYLAND LEVEE
- 2021 FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
- 2022 NEW DRYLAND LEVEE EXTENSION

 NORTH ORIENTATION	 KJELDSSEN SINNOCK NEUDECK <small>CIVIL ENGINEERS & LAND SURVEYORS</small> www.kjnbc.com	711 N. Parkling Avenue Stockton, CA 95203 209-940-0200 1800 Harbor Blvd., Suite 212 West Sacramento, CA 95601 916-403-0900	SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA URBAN FLOOD RISK REDUCTION PROJECT DRYLAND LEVEE EXTENSION COMPARISON	DRAWING SCALE 1" = 500' GRAPHIC DRAWING SCALE 0 1/2" 1"	EXHIBIT NO. 2 PAGE NO. 1
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San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 3
2023 Cost Estimate Breakdown

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 1					STA 119+50 TO STA 148+00
Construction					\$5,818,000
1.	Mobilization			10%	\$514,900
2.	Erosion Control			3%	\$154,500
3.	Clearing and Grubbing	5.4	AC	\$2,700	\$14,600
4.	Degrade Existing Levee (1/3 Height)	12,100	CY	\$14	\$169,400
5.	Soil-Bentonite (SB) Cutoff Wall	69,100	SF	\$11	\$760,100
6.	Temporary Cap (Double Handle)	5,100	CY	\$14	\$71,400
7.	Imported Engineered Fill	51,900	TN	\$25	\$1,297,500
8.	Class 2 Aggregate Base	2,200	TN	\$45	\$99,000
9.	Reconstruct Existing 8" Pipe	2	EA	\$58,800	\$117,600
10.	Reconstruct Existing 42" Pipe	6	EA	\$326,400	\$1,958,400
11.	Air Release Valve	8	EA	\$2,700	\$21,600
12.	8" Valve	2	EA	\$3,300	\$6,600
13.	42" Valve	6	EA	\$91,400	\$548,400
14.	Encroachment Removal	3	EA	\$13,100	\$39,300
15.	Encroachment Modification	1	EA	\$26,700	\$26,700
16.	Hydroseeding	128,300	SF	\$0.14	\$18,000
Management / Environmental / Engineering					\$2,327,400
1.	Administration			5%	\$290,900
2.	Planning			3%	\$174,600
3.	Environmental and Permitting			5%	\$290,900
4.	Geotechnical Engineering			2%	\$116,400
5.	Surveying and Civil Engineering			10%	\$581,800
6.	Construction Management and Inspection			12%	\$698,200
7.	Mitigation			3%	\$174,600
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$1,169,100
Project Totals					\$9,775,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 2					STA 175+45 TO STA 192+00
Construction					\$2,653,500
1.	Mobilization			10%	\$234,900
2.	Erosion Control			3%	\$70,500
3.	Clearing and Grubbing	3.7	AC	\$2,700	\$10,000
4.	Degrade Existing Levee (1/3 Height)	13,400	CY	\$14	\$187,600
5.	Soil-Bentonite (SB) Cutoff Wall	80,500	SF	\$11	\$885,500
6.	Temporary Cap (Double Handle)	3,500	CY	\$14	\$49,000
7.	Imported Engineered Fill	30,500	TN	\$25	\$762,500
8.	Class 2 Aggregate Base	1,500	TN	\$45	\$67,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$58,800	\$117,600
10.	Reconstruct Existing 12" Pipe	1	EA	\$78,400	\$78,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Air Release Valve	4	EA	\$2,700	\$10,800
13.	8" Valve	2	EA	\$3,300	\$6,600
14.	12" Valve	1	EA	\$5,300	\$5,300
15.	16" Valve	1	EA	\$11,100	\$11,100
16.	Encroachment Removal	3	EA	\$13,100	\$39,300
17.	Hydroseeding	88,000	SF	\$0.14	\$12,400
Mangement / Environmental / Engineering					\$1,061,800
1.	Administration			5%	\$132,700
2.	Planning			3%	\$79,700
3.	Environmental and Permitting			5%	\$132,700
4.	Geotechnical Engineering			2%	\$53,100
5.	Surveying and Civil Engineering			10%	\$265,400
6.	Construction Management and Inspection			12%	\$318,500
7.	Mitigation			3%	\$79,700
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$743,100
Project Totals					\$4,459,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 3					STA 190+50 TO STA 247+00
Construction					\$11,432,800
1.	Mobilization			3%	\$323,600
2.	Erosion Control			3%	\$323,600
3.	Clearing and Grubbing	20.8	AC	\$2,700	\$56,200
4.	Imported Engineered Fill	195,100	TN	\$25	\$4,877,500
5.	Drain Rock Material	78,600	TN	\$45	\$3,537,000
6.	Sand Filter Material	19,700	TN	\$45	\$886,500
7.	Filter Fabric	675,300	SF	\$0.66	\$445,700
8.	Class 2 Aggregate Base	4,300	TN	\$45	\$193,500
9.	Reconstruct Existing 8" Pipe	4	EA	\$58,800	\$235,200
10.	Reconstruct Existing 10" Pipe	2	EA	\$71,900	\$143,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
13.	Air Release Valve	8	EA	\$2,700	\$21,600
14.	8" Valve	4	EA	\$3,300	\$13,200
15.	10" Valve	2	EA	\$4,000	\$8,000
16.	16" Valve	1	EA	\$11,100	\$11,100
17.	20" Valve	1	EA	\$23,600	\$23,600
18.	Hydroseeding	743,100	SF	\$0.14	\$104,100
Mangement / Environmental / Engineering					\$4,573,400
1.	Administration			5%	\$571,700
2.	Planning			3%	\$343,000
3.	Environmental and Permitting			5%	\$571,700
4.	Geotechnical Engineering			2%	\$228,700
5.	Surveying and Civil Engineering			10%	\$1,143,300
6.	Construction Management and Inspection			12%	\$1,372,000
7.	Mitigation			3%	\$343,000
Real Estate					\$872,400
1.	Land Valuation (Agricultural)	12.7	AC	\$32,700	\$415,300
2.	Easement Acquisition	7	EA	\$65,300	\$457,100
Contingency (20%)					\$2,381,800
Project Totals					\$20,255,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 4					STA 255+50 TO STA 259+50
Construction					\$856,400
1.	Mobilization			3%	\$24,300
2.	Erosion Control			3%	\$24,300
3.	Clearing and Grubbing	1.4	AC	\$2,700	\$3,800
4.	Imported Engineered Fill	16,700	TN	\$25	\$417,500
5.	Drain Rock Material	4,500	TN	\$45	\$202,500
6.	Sand Filter Material	1,200	TN	\$45	\$54,000
7.	Filter Fabric	40,800	SF	\$0.66	\$27,000
8.	Class 2 Aggregate Base	400	TN	\$45	\$18,000
9.	Reconstruct Existing 10" Pipe	1	EA	\$71,900	\$71,900
10.	Air Release Valve	1	EA	\$2,700	\$2,700
11.	10" Valve	1	EA	\$4,000	\$4,000
12.	Hydroseeding	45,600	SF	\$0.14	\$6,400
Mangement / Environmental / Engineering					\$342,900
1.	Administration			5%	\$42,900
2.	Planning			3%	\$25,700
3.	Environmental and Permitting			5%	\$42,900
4.	Geotechnical Engineering			2%	\$17,200
5.	Surveying and Civil Engineering			10%	\$85,700
6.	Construction Management and Inspection			12%	\$102,800
7.	Mitigation			3%	\$25,700
Real Estate					\$88,200
1.	Land Valuation (Agricultural)	0.7	AC	\$32,700	\$22,900
2.	Easement Acquisition	1	EA	\$65,300	\$65,300
Contingency (20%)					\$171,400
Project Totals					\$1,545,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 5					STA 270+00 TO STA 297+75
Construction					\$5,128,900
1.	Mobilization			3%	\$145,200
2.	Erosion Control			3%	\$145,200
3.	Clearing and Grubbing	9.1	AC	\$2,700	\$24,600
4.	Imported Engineered Fill	94,000	TN	\$25	\$2,350,000
5.	Drain Rock Material	31,400	TN	\$45	\$1,413,000
6.	Sand Filter Material	7,900	TN	\$45	\$355,500
7.	Filter Fabric	283,100	SF	\$0.66	\$186,900
8.	Class 2 Aggregate Base	2,100	TN	\$45	\$94,500
9.	Reconstruct Existing 10" Pipe	1	EA	\$71,900	\$71,900
10.	Reconstruct Existing 12" Pipe	2	EA	\$78,400	\$156,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Air Release Valve	4	EA	\$2,700	\$10,800
13.	10" Valve	1	EA	\$4,000	\$4,000
14.	12" Valve	2	EA	\$5,300	\$10,600
15.	16" Valve	1	EA	\$11,100	\$11,100
16.	Hydroseeding	316,400	SF	\$0.14	\$44,300
Mangement / Environmental / Engineering					\$2,051,800
1.	Administration			5%	\$256,500
2.	Planning			3%	\$153,900
3.	Environmental and Permitting			5%	\$256,500
4.	Geotechnical Engineering			2%	\$102,600
5.	Surveying and Civil Engineering			10%	\$512,900
6.	Construction Management and Inspection			12%	\$615,500
7.	Mitigation			3%	\$153,900
Real Estate					\$428,000
1.	Land Valuation (Agricultural)	5.1	AC	\$32,700	\$166,800
2.	Easement Acquisition	4	EA	\$65,300	\$261,200
Contingency (20%)					\$1,825,800
Project Totals					\$9,131,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 6					STA 311+00 TO STA 362+50
Construction					\$9,376,600
1.	Mobilization			10%	\$829,800
2.	Erosion Control			3%	\$249,000
3.	Clearing and Grubbing	10.8	AC	\$2,700	\$29,200
4.	Degrade Existing Levee (1/3 Height)	31,600	CY	\$14	\$442,400
5.	Soil-Bentonite (SB) Cutoff Wall	328,200	SF	\$11	\$3,610,200
6.	Temporary Cap (Double Handle)	9,200	CY	\$14	\$128,800
7.	Imported Engineered Fill	135,800	TN	\$25	\$3,395,000
8.	Class 2 Aggregate Base	4,000	TN	\$45	\$180,000
9.	Reconstruct Existing 6" Pipe	1	EA	\$52,300	\$52,300
10.	Reconstruct Existing 8" Pipe	1	EA	\$58,800	\$58,800
11.	Reconstruct Existing 10" Pipe	3	EA	\$71,900	\$215,700
12.	Reconstruct Existing 14" Pipe	1	EA	\$98,000	\$98,000
13.	Air Release Valve	6	EA	\$2,700	\$16,200
14.	6" Valve	1	EA	\$2,700	\$2,700
15.	8" Valve	1	EA	\$3,300	\$3,300
16.	10" Valve	3	EA	\$4,000	\$12,000
17.	14" Valve	1	EA	\$9,200	\$9,200
18.	Hydroseeding	314,200	SF	\$0.14	\$44,000
Mangement / Environmental / Engineering					\$3,750,900
1.	Administration			5%	\$468,900
2.	Planning			3%	\$281,300
3.	Environmental and Permitting			5%	\$468,900
4.	Geotechnical Engineering			2%	\$187,600
5.	Surveying and Civil Engineering			10%	\$937,700
6.	Construction Management and Inspection			12%	\$1,125,200
7.	Mitigation			3%	\$281,300
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$1,875,500
Project Totals					\$15,753,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 7					STA 388+00 TO STA 518+50
Construction					\$21,461,200
1.	Mobilization			10%	\$1,899,300
2.	Erosion Control			3%	\$569,800
3.	Clearing and Grubbing	27.3	AC	\$2,700	\$73,800
4.	Degrade Existing Levee (1/3 Height)	66,100	CY	\$14	\$925,400
5.	Soil-Bentonite (SB) Cutoff Wall	760,800	SF	\$11	\$8,368,800
6.	Temporary Cap (Double Handle)	23,300	CY	\$14	\$326,200
7.	Imported Engineered Fill	277,000	TN	\$25	\$6,925,000
8.	Class 2 Aggregate Base	9,900	TN	\$45	\$445,500
9.	Reconstruct Existing 4" Pipe	1	EA	\$45,700	\$45,700
10.	Reconstruct Existing 6" Pipe	2	EA	\$52,300	\$104,600
11.	Reconstruct Existing 10" Pipe	2	EA	\$71,900	\$143,800
12.	Reconstruct Existing 12" Pipe	5	EA	\$78,400	\$392,000
13.	Reconstruct Existing 14" Pipe	2	EA	\$98,000	\$196,000
14.	Reconstruct Existing 16" Pipe	3	EA	\$104,500	\$313,500
15.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
16.	Reconstruct Existing 36" Pipe	1	EA	\$261,200	\$261,200
17.	Air Release Valve	17	EA	\$2,700	\$45,900
18.	4" Valve	1	EA	\$2,000	\$2,000
19.	6" Valve	2	EA	\$2,700	\$5,400
20.	10" Valve	2	EA	\$4,000	\$8,000
21.	12" Valve	5	EA	\$5,300	\$26,500
22.	14" Valve	2	EA	\$9,200	\$18,400
23.	16" Valve	3	EA	\$11,100	\$33,300
24.	20" Valve	1	EA	\$23,600	\$23,600
25.	36" Valve	1	EA	\$71,900	\$71,900
26.	Hydroseeding	796,000	SF	\$0.14	\$111,500
Management / Environmental / Engineering					\$8,584,900
1.	Administration			5%	\$1,073,100
2.	Planning			3%	\$643,900
3.	Environmental and Permitting			5%	\$1,073,100
4.	Geotechnical Engineering			2%	\$429,300
5.	Surveying and Civil Engineering			10%	\$2,146,200
6.	Construction Management and Inspection			12%	\$2,575,400
7.	Mitigation			3%	\$643,900
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$6,009,300
Project Totals					\$36,056,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					LEVEE RAISE
ID 8					STA 570+00 TO STA 822+80
Construction					\$13,277,500
1.	Mobilization			3%	\$375,800
2.	Erosion Control			3%	\$375,800
3.	Clearing and Grubbing	43.6	AC	\$2,700	\$117,800
4.	Imported Engineered Fill	350,900	TN	\$25	\$8,772,500
5.	Floodwall (3' tall)	1,300	LF	\$164	\$213,200
6.	Class 2 Aggregate Base	19,300	TN	\$45	\$868,500
7.	Reconstruct Existing 12" Pipe	3	EA	\$78,400	\$235,200
8.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
9.	Reconstruct Existing 18" Pipe	4	EA	\$111,000	\$444,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
11.	Reconstruct Existing 48" Pipe	1	EA	\$391,700	\$391,700
12.	Air Release Valve	10	EA	\$2,700	\$27,000
13.	12" Valve	3	EA	\$5,300	\$15,900
14.	16" Valve	1	EA	\$11,100	\$11,100
15.	18" Valve	4	EA	\$18,300	\$73,200
16.	20" Valve	1	EA	\$23,600	\$23,600
17.	48" Valve	1	EA	\$111,000	\$111,000
18.	Encroachment Removal	31	EA	\$13,100	\$406,100
19.	Encroachment Modification	3	EA	\$130,600	\$391,800
20.	Hydroseeding	1,390,400	SF	\$0.14	\$194,700
Management / Environmental / Engineering					\$5,311,300
1.	Administration			5%	\$663,900
2.	Planning			3%	\$398,400
3.	Environmental and Permitting			5%	\$663,900
4.	Geotechnical Engineering			2%	\$265,600
5.	Surveying and Civil Engineering			10%	\$1,327,800
6.	Construction Management and Inspection			12%	\$1,593,300
7.	Mitigation			3%	\$398,400
Real Estate					\$673,400
1.	Land Valuation (Agricultural)	8.6	AC	\$32,700	\$281,600
2.	Easement Acquisition	6	EA	\$65,300	\$391,800
Contingency (20%)					\$1,852,500
Project Totals					\$23,115,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 9					STA 703+00 TO STA 741+30
Construction					\$4,241,300
1.	Mobilization			10%	\$375,400
2.	Erosion Control			3%	\$112,600
3.	Degrade Existing Levee (1/3 Height)	35,500	CY	\$14	\$497,000
4.	Soil-Bentonite (SB) Cutoff Wall	287,500	SF	\$11	\$3,162,500
5.	Temporary Cap (Double Handle)	6,700	CY	\$14	\$93,800
6.	Imported Engineered Fill	0	TN	\$25	\$0
Management / Environmental / Engineering					\$1,696,900
1.	Administration			5%	\$212,100
2.	Planning			3%	\$127,300
3.	Environmental and Permitting			5%	\$212,100
4.	Geotechnical Engineering			2%	\$84,900
5.	Surveying and Civil Engineering			10%	\$424,200
6.	Construction Management and Inspection			12%	\$509,000
7.	Mitigation			3%	\$127,300
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$848,700
Project Totals					\$7,126,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 10					STA 781+00 TO STA 799+50
Construction					\$1,967,700
1.	Mobilization			10%	\$174,200
2.	Erosion Control			3%	\$52,300
3.	Degrade Existing Levee (1/3 Height)	17,300	CY	\$14	\$242,200
4.	Soil-Bentonite (SB) Cutoff Wall	132,200	SF	\$11	\$1,454,200
5.	Temporary Cap (Double Handle)	3,200	CY	\$14	\$44,800
6.	Imported Engineered Fill	0	TN	\$25	\$0
Management / Environmental / Engineering					\$787,400
1.	Administration			5%	\$98,400
2.	Planning			3%	\$59,100
3.	Environmental and Permitting			5%	\$98,400
4.	Geotechnical Engineering			2%	\$39,400
5.	Surveying and Civil Engineering			10%	\$196,800
6.	Construction Management and Inspection			12%	\$236,200
7.	Mitigation			3%	\$59,100
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$391,400
Project Totals					\$3,307,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 11		LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+96			
Construction					\$757,000
1.	Mobilization			3%	\$21,500
2.	Erosion Control			3%	\$21,500
3.	Clearing and Grubbing	5.3	AC	\$2,700	\$14,400
4.	Imported Engineered Fill	16,700	TN	\$25	\$417,500
5.	Class 2 Aggregate Base	2,400	TN	\$45	\$108,000
6.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
7.	Air Release Valve	1	EA	\$2,700	\$2,700
8.	20" Valve	1	EA	\$23,600	\$23,600
9.	Hydroseeding	168,900	SF	\$0.14	\$23,700
Mangement / Environmental / Engineering					\$303,200
1.	Administration			5%	\$37,900
2.	Planning			3%	\$22,800
3.	Environmental and Permitting			5%	\$37,900
4.	Geotechnical Engineering			2%	\$15,200
5.	Surveying and Civil Engineering			10%	\$75,700
6.	Construction Management and Inspection			12%	\$90,900
7.	Mitigation			3%	\$22,800
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$151,400
Project Totals					\$1,273,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT		LEEVE RAISE & SEEPAGE BERM @ DRYLAND LEVEE			
ID 12		STA 853+96 TO STA 908+60			
Construction					\$8,717,600
1.	Mobilization			3%	\$246,800
2.	Erosion Control			3%	\$246,800
3.	Traffic Control	1	LS	\$65,300	\$65,300
4.	AC Pavement Repairs	20,000	SF	\$14	\$280,000
5.	Clearing and Grubbing	50.9	AC	\$2,700	\$137,500
6.	Imported Engineered Fill	144,300	TN	\$25	\$3,607,500
7.	Drain Rock Material	51,900	TN	\$45	\$2,335,500
8.	Sand Filter Material	13,000	TN	\$45	\$585,000
9.	Filter Fabric	481,600	SF	\$0.66	\$317,900
10.	Class 2 Aggregate Base	4,100	TN	\$45	\$184,500
11.	Encroachment Modification	1	EA	\$130,600	\$130,600
12.	Hydroseeding	1,067,300	SF	\$0.14	\$149,500
13.	Quarry Stone Riprap	7,300	TN	\$59	\$430,700
Mangement / Environmental / Engineering					\$3,487,400
1.	Administration			5%	\$435,900
2.	Planning			3%	\$261,600
3.	Environmental and Permitting			5%	\$435,900
4.	Geotechnical Engineering			2%	\$174,400
5.	Surveying and Civil Engineering			10%	\$871,800
6.	Construction Management and Inspection			12%	\$1,046,200
7.	Mitigation			3%	\$261,600
Real Estate					\$960,900
1.	Land Valuation (Agricultural)	19.4	AC	\$32,700	\$634,400
2.	Easement Acquisition	5	EA	\$65,300	\$326,500
Contingency (20%)					\$1,721,200
Project Totals					\$15,800,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					EROSION REPAIRS
ID 13					STA 0+00 TO STA 908+60
Construction					\$7,327,000
1.	Mobilization			3%	\$207,400
2.	Erosion Control			3%	\$207,400
3.	Clearing and Grubbing	34.0	AC	\$2,700	\$91,800
4.	Quarry Stone Riprap	115,600	TN	\$59	\$6,820,400
Mangement / Environmental / Engineering					\$2,931,200
1.	Administration			5%	\$366,400
2.	Planning			3%	\$219,900
3.	Environmental and Permitting			5%	\$366,400
4.	Geotechnical Engineering			2%	\$146,600
5.	Surveying and Civil Engineering			10%	\$732,700
6.	Construction Management and Inspection			12%	\$879,300
7.	Mitigation			3%	\$219,900
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$2,051,700
Project Totals					\$12,310,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 14		RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 908+60			
Real Estate					\$13,476,200
1.	Land Valuation (Agricultural)	40.7	AC	\$32,700	\$1,330,900
2.	Land Valuation (Residential)	3.0	AC	\$326,400	\$979,200
3.	Land Valuation (Commercial)	1.0	AC	\$326,400	\$326,400
4.	Improvement Valuation (Residential)	15	EA	\$195,900	\$2,938,500
5.	Easement Acquisition	113	EA	\$65,300	\$7,378,900
6.	Easement Acquisition (Oak Shores)	1	EA	\$522,300	\$522,300
Contingency (20%)					\$2,700,000
Project Totals					\$16,172,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT				DRYLAND LEVEE EXTENSION	
ID 15				STA 908+60 TO STA 1030+53	
Construction					\$29,504,900
1.	Mobilization			3%	\$835,100
2.	Erosion Control			3%	\$835,100
3.	Traffic Control	1	LS	\$159,400	\$159,400
4.	AC Pavement Repairs	70,000	SF	\$14	\$980,000
5.	Clearing and Grubbing	80.8	AC	\$6,700	\$541,700
6.	Excavate Levee Keyway	32,600	CY	\$14	\$456,400
7.	Imported Engineered Fill	781,600	TN	\$25	\$19,540,000
8.	Drain Rock Material	58,100	TN	\$45	\$2,614,500
9.	Sand Filter Material	14,600	TN	\$45	\$657,000
10.	Filter Fabric	391,700	SF	\$0.66	\$258,600
11.	Class 2 Aggregate Base	9,300	TN	\$45	\$418,500
12.	Encroachment Removal	2	EA	\$66,500	\$133,000
13.	Encroachment Modification	3	EA	\$130,600	\$391,800
14.	Relocate Ditch	9,100	LF	\$14	\$127,400
15.	Hydroseeding	1,761,100	SF	\$0.14	\$246,600
16.	Quarry Stone Riprap	22,200	TN	\$59	\$1,309,800
Management / Environmental / Engineering					\$11,802,200
1.	Administration			5%	\$1,475,300
2.	Planning			3%	\$885,200
3.	Environmental and Permitting			5%	\$1,475,300
4.	Geotechnical Engineering			2%	\$590,100
5.	Surveying and Civil Engineering			10%	\$2,950,500
6.	Construction Management and Inspection			12%	\$3,540,600
7.	Mitigation			3%	\$885,200
Real Estate					\$4,140,900
1.	Land Valuation (Agricultural)	82.7	AC	\$32,700	\$2,704,300
2.	Easement Acquisition	22	EA	\$65,300	\$1,436,600
Contingency (20%)					\$9,059,600
Project Totals					\$54,538,000

APPENDIX B:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 22-07:
RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE
AGENCIES TO FINALIZE THE MOSSDALE TRACT URBAN LEVEL OF FLOOD
PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT
*(EXCLUDING THE FINAL NEXUS STUDY UPDATE)***

**AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD
CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
PROTECTION DEVELOPMENT IMPACT FEE *(PARTIAL EXECUTION COPY)***

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES

Reso 22-07	SJAFCA Resolution Adopting Regional Impact Fee Program	B1
Agmt	Amended Collection Agreement for Regional Impact Fee	B3
Table B1	Development Fee Summary	B20
Table B2	Total Development Impact Fee Revenue Estimate	B21
Table B3	Development Impact Fee Revenue Estimate - Single Family	B22
Table B4	Development Impact Fee Revenue Estimate – Multifamily	B23
Table B5	Development Impact Fee Revenue Estimate – Commercial	B24
Table B6	Development Impact Fee Revenue Estimate – Industrial	B25
Table B7	Creditable Pre-Project Expenditures	B26



RESOLUTION NO. SJAFCA 22-07

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE
AGENCIES TO FINALIZE THE MOSSDALE TRACT AREA REGIONAL URBAN
LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED
COLLECTION AGREEMENT**

WHEREAS, in November 2018 the SJAFCA Board of Directors approved the Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Program ("Impact Fee Program") Nexus Study and authorized the execution of a collection agreement for said program with its member land use agencies; and

WHEREAS, since the approval of the Impact Fee Program Nexus Study, several key factors reflected in the Nexus have changed including changes to the overall costs of the levee improvement program, the approach to financing the improvements and projections of development upon which the Nexus Study apportions the cost necessitating and update to the Nexus Study and associated collection agreement; and

WHEREAS, SJAFCA now desires to work with its member Land Use Agencies to implement an update to the Impact Fee Program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. The SJAFCA Board of Directors hereby directs staff to work with the member Land Use Agencies to finalize for adoption by the member land use agencies the Draft Mosssdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee - Nexus Study Update Dated February 23, 2022 attached hereto as **Exhibit 1**.
2. The Development Fee will be collected by the Land Use Agencies in accordance with an Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form attached hereto as **Exhibit 2**.

PASSED, APPROVED AND ADOPTED this 17th day of March 2022.



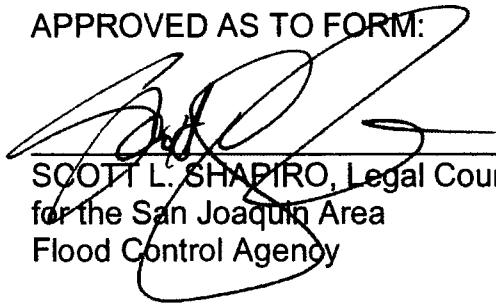
DAN WRIGHT, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AMENDED AGREEMENT FOR COLLECTION OF
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Agreement") is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as "Lathrop;"
- d. City of Manteca, hereinafter referred to as "Manteca;" and,
- e. The San Joaquin Area Flood Control Agency, herein referred to as "SJAFCA."

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, the County, the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWD"), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA exercised this authority for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA prepared a Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") dated November 8, 2018 that described and determined the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF").

WHEREAS, SJAFCA has now prepared an updated Nexus Study, dated February 23, 2022, that again describes and determines an updated DIF.

WHEREAS, each of the Parties has adopted or will adopt the updated Nexus Study which creates an updated DIF for the Program Area.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Figure 1 in the Nexus Study, that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the updated DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing with the effective date of the updated DIF, the Land Use Agencies shall collect the updated DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area. The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall maintain a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies of any necessary adjustments to the DIF to be made by the Parties from time to time.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to Collection Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construction a portion of the Program; or,
- c. The Land Use Agency itself has funded the planning, design and/or construction a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the

appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Relationship to Enhanced Infrastructure Financing District.

The Parties acknowledge that as a separate action, the Land Use Agencies are also collaborating on the creation of an enhanced infrastructure financing district ("EIFD") which will collect funds from a portion of property taxes paid in the Program Area to also fund, in addition to the DIF, levee improvements protecting the Program Area. For the EIFD, the Land Use Agencies have agreed that the County will contribute a larger share of EIFD payments for an initial period, in exchange for the County receiving priority repayment of some of those funds from the DIF collected under this Agreement. Attached hereto as Exhibit A are the key terms showing the mechanism of such priority repayment and each of the Land Use Entities agrees to such priority repayment.

11. Indemnification.

a. Except as provided in Section 11.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City

Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

12. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFCWCD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop
ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: City Clerk

1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

13. Term. This Agreement shall be effective as to SJAFCA and any Land Use Agency, once SJAFCA and the Land Use Agency both execute this Agreement and also adopt the DIF, and shall be effective as to each additional Land Use Agency once this Agreement is executed by that Land Use Agency and the DIF is adopted, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 14, or (ii) all adopting Land Use Agencies have terminated the Agreement in accordance with Section 14.

14. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

15. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

16. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

17. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

18. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

19. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

21. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

22. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

CITY OF STOCKTON,
a municipal Corporation

By: 
Jerome Wilverding
County Administrator

By: _____

ATTEST:

Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

ATTEST:


Clerk of the City of Stockton

By: _____
RACHÉL DeBORD
Deputy Clerk

By: _____


RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM

By: 
FRITZ BUCHMAN, C.E. T.E., CFM
Interim Director of Public Works

By: _____

APPROVED AS TO FORM:

By: 
Matthew Dacey
Deputy County Counsel

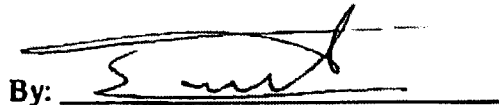
**CITY OF LATHROP,
a municipal Corporation**

By: 
Stephen J. Salvatore
City Manager

**ATTEST:
Clerk of the City of Lathrop**

By: 
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: 
Salvador Navarrete
City Attorney

**SAN JOAQUIN AREA FLOOD CONTROL
AGENCY**

By: 
CHRIS ELIAS
Executive Director

**CITY OF MANTECA,
a municipal Corporation**

By: _____
Title:

**ATTEST:
Clerk of the City of Manteca**

By: _____
Title:

APPROVED AS TO FORM:

By: _____
Title:

APPROVED AS TO FORM:

By: 
SCOTT L. SHAPIRO
Agency Counsel

CITY OF LATHROP,
a municipal Corporation

CITY OF MANTECA,
a municipal Corporation

By: _____

By: *[Signature]*

Title:

Title: *Interim City Manager*

ATTEST:

ATTEST:

Clerk of the City of Lathrop

Clerk of the City of Manteca

By: _____

By: *[Signature]*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: *[Signature]*

Title:

Title: *City Attorney*

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:

By: _____
CHRIS ELIAS
Executive Director

By: _____
SCOTT L. SHAPIRO
Agency Counsel

EXHIBIT A

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

Key Terms Related to the Repayment of
EIFD Payments to Land Use Entities from Impact Fees

1. Development Impact Fees "Impact Fees" collected after the Initial Years (ending in 2029), would be paid to each jurisdiction to help offset the general fund impacts associated with debt service requirements of the EIFD, subject first to priority reimbursement of "County Additional EIFD Contributions," as defined below. (i.e., the Impact Fees would be directly paid to the County until they have fully repaid the cumulative County Additional EIFD Contributions. After that repayment, Impact Fees would be used to offset the agencies' impacts to their respective general funds from prior EIFD property tax allocations, the "Impact Fee Offset," as further described below).
2. During the Initial Years, the following EIFD funding participation is proposed:
 - a) San Joaquin County proposed to contribute a total flat rate of 47% of property tax increment, comprised of its Initial Base Rate plus an additional 37% of property tax increment, with such additional amount defined as "County Additional EIFD Contribution".
 - b) Cities will each provide their respective Initial Base Rates.
3. Following the Initial Years, the following EIFD Funding participation and other financial arrangements are proposed:
 - a) The Initial Base Rates would no longer apply and all agencies, including the County, would provide proportional EIFD contributions (i.e., the same percentage rate of total tax increment) to meet the debt service needs of any debt issued and secured by EIFD revenues subject to the Maximum Rate (20%) of total property tax increment. The contributions provided after the Initial Years would be subject to the Maximum Rate are defined as the "Post Project Annual Contribution."
 - b) The cumulative County Additional EIFD Contribution shall be repaid to the County using Impact Fees. County to receive 100% of Impact Fees until the cumulative Additional County EIFD Contribution is repaid with interest compounded quarterly on at the annual County Pooled Treasury Rate for that quarter plus 200 basis points.

- c) Following retirement of the cumulative County Additional EIFD Contribution with interest from Impact Fees, the Impact Fee Offset would be implemented as follows. All Impact Fees received by SJAFCA after repayment to the County would be allocated and paid to the Cities and the County to offset prior general fund impacts of previous EIFD contributions. The proportionate share of the cumulative total of each participating agency's Initial Contributions and Post Project Annual Contributions are defined as each agency's "Base EIFD Share." DIF revenues would be paid to each Agency based on its Base EIFD Share.
- d) The duration (i.e., term) of Impact Fee Offset payments is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the Impact Fee Update process, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

EXHIBIT B
FEE CREDITING PRINCIPLES

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION
LEVEE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES

UNDERLYING ASSUMPTIONS

The following are the underlying assumptions that predicate the establishment of credits and reimbursements:

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFCA) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFCA.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFCA's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution ____-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- "Remaining Credit Acreage" will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- "Total Remaining Acres" to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project not able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

To implement this policy, the Land Use Agency will calculate this remaining amount of the Levee Fee due as the individual building permits are issued for units to be constructed in the project. Collection of the Levee Fee can be deferred consistent with any adopted fee deferral program by the Land Use agency.

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer's actual construction cost ("Constructed Facilities Funding Credit"). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the "Use of Advance Funding Credit" described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project's Levee Impact Fee Obligation

The reimbursement policy will be consistent with the following underlying principles.

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- ~~The Board should consider the timing of repayment of capital to those investing in the levee improvement program.~~

For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

The reimbursement policy will be consistent with the following underlying principles.

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

Table B-1
Mossdale Tract: 2023 Financing Plan
Updated Regional Development Fee Revenue Analysis
Initial Starting Development Fee Rate Summary

Fee Rate Summary (Current Adopted)					
Land Use	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	<i>Demonstrative Purposes Only</i>	
				<i>Units / 1,000 Building Sq Ft Per Acre</i>	<i>Fee Rate per Unit / 1,000 Building Sq Ft</i>
<i>Reference</i>	<i>[1]</i>	<i>3%</i>		<i>[2]</i>	<i>[2]</i>
Single-Family	\$21,462	\$644	\$22,106	5.86	\$3,770
Multifamily	\$20,084	\$603	\$20,686	18.89	\$1,095
Commercial	\$20,307	\$609	\$20,916	12.21	\$1,713
Industrial	\$15,907	\$477	\$16,384	15.55	\$1,053

[1] Regional Development Impact Fee Rates for FY 22/23.

[2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.

[3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B-2
Mossdale Tract: 2023 Financing Plan
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Revenue by Land Use						
Year	Single Family	Multifamily	Commercial	Industrial	Increase Factor [1] 0%	Total Fee Revenue [1]
	<i>Table B-3</i>	<i>Table B-4</i>	<i>Table B-5</i>	<i>Table B-6</i>		
2016	N/A	N/A	N/A	N/A	N/A	\$ 0
2017	N/A	N/A	N/A	N/A	N/A	\$ 0
2018 [2]	N/A	N/A	N/A	N/A	N/A	\$ 826,986
2019 [3]	N/A	N/A	N/A	N/A	N/A	\$ 1,888,567
2020 [4]	N/A	N/A	N/A	N/A	N/A	\$ 1,368,391
2021 [5]	N/A	N/A	N/A	N/A	N/A	\$ 4,829,607
2022 [6]	N/A	N/A	N/A	N/A	N/A	\$ 2,412,968
2023 [7]	N/A	N/A	N/A	N/A	N/A	\$ 3,199,872
2024	\$ 1,737,125	\$ 273,360	\$ 1,299,368	\$ 2,172,033	1.00	\$ 5,481,886
2025	\$ 2,137,102	\$ 324,379	\$ 1,459,618	\$ 2,275,118	1.00	\$ 6,196,217
2026	\$ 2,011,305	\$ 400,134	\$ 1,451,422	\$ 1,502,223	1.00	\$ 5,365,085
2027	\$ 1,525,344	\$ 328,353	\$ 1,545,733	\$ 1,179,264	1.00	\$ 4,578,694
2028	\$ 1,467,708	\$ 48,118	\$ 1,524,633	\$ 1,202,462	1.00	\$ 4,242,921
2029	\$ 1,497,545	\$ 48,854	\$ 1,651,631	\$ 814,677	1.00	\$ 4,012,708
2030	\$ 1,566,448	\$ 44,295	\$ 1,933,809	\$ 482,013	1.00	\$ 4,026,565
2031	\$ 1,597,777	\$ 45,181	\$ 1,816,144	\$ 491,654	1.00	\$ 3,950,755
2032	\$ 1,629,476	\$ 142,093	\$ 1,095,718	\$ 501,487	1.00	\$ 3,368,773
2033	\$ 1,252,109	\$ 97,929	\$ 1,262,442	\$ 1,516,322	1.00	\$ 4,128,801
2034	\$ 1,275,550	\$ 99,887	\$ 1,287,918	\$ 1,491,863	1.00	\$ 4,155,218
2035	\$ 734,092	\$ 101,885	\$ 1,249,266	\$ 1,449,680	1.00	\$ 3,534,924
2036	\$ 515,285	\$ 103,923	\$ 1,173,957	\$ 1,479,291	1.00	\$ 3,272,456
2037	\$ 525,591	\$ 106,001	\$ 844,287	\$ 1,029,852	1.00	\$ 2,505,732
2038	\$ 536,103	\$ 44,600	\$ 662,756	\$ 432,665	1.00	\$ 1,676,124
2039	\$ 546,825	\$ 0	\$ 675,091	\$ 441,318	1.00	\$ 1,663,235
2040	\$ 2,165,626	\$ 0	\$ 391,540	\$ 450,145	1.00	\$ 3,007,311
2041	\$ 1,727,689	\$ 0	\$ 426,315	\$ 459,148	1.00	\$ 2,613,151
2042	\$ 1,762,243	\$ 0	\$ 434,841	\$ 468,331	1.00	\$ 2,665,414
2043	\$ 1,797,487	\$ 0	\$ 453,496	\$ 476,752	1.00	\$ 2,727,735
2044	\$ 1,833,437	\$ 0	\$ 393,622	\$ 0	1.00	\$ 2,227,060
2045	\$ 1,870,106	\$ 0	\$ 401,495	\$ 0	1.00	\$ 2,271,601
2046	\$ 1,907,508	\$ 0	\$ 409,525	\$ 0	1.00	\$ 2,317,033
2047	\$ 1,945,658	\$ 0	\$ 388,646	\$ 0	1.00	\$ 2,334,304
2048	\$ 1,984,571	\$ 0	\$ 362,437	\$ 0	1.00	\$ 2,347,009
2049	\$ 2,024,263	\$ 0	\$ 369,686	\$ 0	1.00	\$ 2,393,949
Total	\$ 39,573,974	\$ 2,208,992	\$ 24,965,395	\$ 20,316,299		\$ 101,591,052

[1] Total projected fee revenue assumes a 2% escalation in the ENR Index.
[2] Total revenues received January 2018 through December 2018. Amounts include interest for the program.
[3] Total revenues received January 2019 through December 2019. Amounts include interest for the program.
[4] Total revenues received January 2020 through December 2020. Amounts include interest for the program.
[5] Total revenues received January 2021 through December 2021. Amounts include interest for the program.
[6] Total revenues received January 2022 through November 2022. Amounts include interest for the program.
[7] Reflects an imputed amount based on the total revenues received through July 2024 less the above noted amounts.

Table B-3
Mossdale Tract: 2023 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Single Family Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Base Fee Revenue
						<i>Table B-1</i> \$ 21,462
				<i>Initial Fee Rate/Acre</i>		
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	0.0	52.4	11.3	15.7	79.4	\$ 1,737,125
2025	3.3	76.8	0.0	15.7	95.7	\$ 2,137,102
2026	3.3	69.4	0.0	15.7	88.3	\$ 2,011,305
2027	3.3	46.7	0.0	15.7	65.7	\$ 1,525,344
2028	3.3	43.0	0.0	15.7	61.9	\$ 1,467,708
2029	3.3	43.0	0.0	15.7	62.0	\$ 1,497,545
2030	3.3	44.6	0.0	15.7	63.5	\$ 1,566,448
2031	3.3	44.6	0.0	15.7	63.5	\$ 1,597,777
2032	3.3	44.6	0.0	15.7	63.5	\$ 1,629,476
2033	3.3	44.6	0.0	0.0	47.9	\$ 1,252,109
2034	3.2	44.6	0.0	0.0	47.8	\$ 1,275,550
2035	0.0	27.0	0.0	0.0	27.0	\$ 734,092
2036	0.0	18.6	0.0	0.0	18.6	\$ 515,285
2037	0.0	18.6	0.0	0.0	18.6	\$ 525,591
2038	0.0	18.6	0.0	0.0	18.6	\$ 536,103
2039	0.0	18.6	0.0	0.0	18.6	\$ 546,825
2040	56.4	15.7	0.0	0.0	72.1	\$ 2,165,626
2041	56.4	0.0	0.0	0.0	56.4	\$ 1,727,689
2042	56.4	0.0	0.0	0.0	56.4	\$ 1,762,243
2043	56.4	0.0	0.0	0.0	56.4	\$ 1,797,487
2044	56.4	0.0	0.0	0.0	56.4	\$ 1,833,437
2045	56.4	0.0	0.0	0.0	56.4	\$ 1,870,106
2046	56.4	0.0	0.0	0.0	56.4	\$ 1,907,508
2047	56.4	0.0	0.0	0.0	56.4	\$ 1,945,658
2048	56.4	0.0	0.0	0.0	56.4	\$ 1,984,571
2049	56.4	0.0	0.0	0.0	56.4	\$ 2,024,263
Total	596.3	671.1	11.3	141.1	1,419.7	\$39,573,974

[1] Source: Updated Development Absorption Projections dated July 16, 2021
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-4
Mossdale Tract: 2023 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Multifamily Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 20,084
				<i>Initial Fee Rate/Acre</i>		
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	5.4	7.9	0.0	0.0	13.3	\$ 273,360
2025	5.4	10.1	0.0	0.0	15.5	\$ 324,379
2026	5.4	5.8	7.5	0.0	18.8	\$ 400,134
2027	5.4	2.2	7.5	0.0	15.1	\$ 328,353
2028	0.0	2.2	0.0	0.0	2.2	\$ 48,118
2029	0.0	2.2	0.0	0.0	2.2	\$ 48,854
2030	1.9	0.0	0.0	0.0	1.9	\$ 44,295
2031	1.9	0.0	0.0	0.0	1.9	\$ 45,181
2032	1.9	0.0	4.0	0.0	5.9	\$ 142,093
2033	0.0	0.0	4.0	0.0	4.0	\$ 97,929
2034	0.0	0.0	4.0	0.0	4.0	\$ 99,887
2035	0.0	0.0	4.0	0.0	4.0	\$ 101,885
2036	0.0	0.0	4.0	0.0	4.0	\$ 103,923
2037	0.0	0.0	4.0	0.0	4.0	\$ 106,001
2038	0.0	0.0	1.7	0.0	1.7	\$ 44,600
2039	0.0	0.0	0.0	0.0	0.0	\$ 0
2040	0.0	0.0	0.0	0.0	0.0	\$ 0
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	27.5	30.3	40.7	0.0	98.5	\$2,208,992

[1] Source: Updated Development Absorption Projections dated July 16, 2021
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

**Table B-5
 Mossdale Tract: 2023 Financing Plan
 Updated Regional Development Fee Revenue Analysis
 Development Impact Fee Revenue Estimate - Commercial**

Commercial Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 20,307
					Initial Fee Rate/Acre	
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	40.1	16.5	2.3	3.8	62.7	\$ 1,299,368
2025	40.1	20.3	2.3	6.3	69.1	\$ 1,459,618
2026	38.4	20.3	2.3	6.3	67.4	\$ 1,451,422
2027	38.4	21.4	2.3	8.3	70.3	\$ 1,545,733
2028	38.4	19.1	2.3	8.3	68.0	\$ 1,524,633
2029	38.4	23.3	2.3	8.3	72.2	\$ 1,651,631
2030	49.1	23.3	2.3	8.3	82.9	\$ 1,933,809
2031	42.5	23.3	2.3	8.3	76.3	\$ 1,816,144
2032	12.4	22.2	2.3	8.3	45.2	\$ 1,095,718
2033	12.4	22.2	2.3	14.1	51.0	\$ 1,262,442
2034	12.4	22.2	2.3	14.1	51.0	\$ 1,287,918
2035	12.4	22.2	2.3	11.6	48.5	\$ 1,249,266
2036	12.4	18.4	2.3	11.6	44.7	\$ 1,173,957
2037	12.4	5.2	2.3	11.6	31.5	\$ 844,287
2038	12.4	3.8	2.3	5.7	24.3	\$ 662,756
2039	12.4	3.8	2.3	5.7	24.2	\$ 675,091
2040	0.0	3.8	2.3	7.6	13.8	\$ 391,540
2041	0.9	3.8	2.3	7.6	14.7	\$ 426,315
2042	0.9	3.8	2.3	7.6	14.7	\$ 434,841
2043	0.9	3.8	2.3	8.0	15.0	\$ 453,496
2044	0.9	3.8	2.3	5.7	12.8	\$ 393,622
2045	0.9	3.8	2.3	5.7	12.8	\$ 401,495
2046	0.9	3.8	2.3	5.7	12.8	\$ 409,525
2047	0.9	3.8	2.3	4.8	11.9	\$ 388,646
2048	0.9	3.8	2.3	3.8	10.9	\$ 362,437
2049	0.9	3.8	2.3	3.8	10.9	\$ 369,686
Total	432.9	325.8	59.8	201.0	1,019.5	\$24,965,395

[1] Source: Updated Development Absorption Projections dated July 16, 2021
 Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-6
Mossdale Tract: 2023 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

Industrial Acres By Jurisdiction						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 15,907
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	64.3	69.6	0.0	0.0	133.9	\$ 2,172,033
2025	64.3	73.2	0.0	0.0	137.5	\$ 2,275,118
2026	64.3	24.7	0.0	0.0	89.0	\$ 1,502,223
2027	64.9	3.6	0.0	0.0	68.5	\$ 1,179,264
2028	64.9	3.6	0.0	0.0	68.5	\$ 1,202,462
2029	41.9	3.6	0.0	0.0	45.5	\$ 814,677
2030	22.8	3.6	0.0	0.0	26.4	\$ 482,013
2031	22.8	3.6	0.0	0.0	26.4	\$ 491,654
2032	22.8	3.6	0.0	0.0	26.4	\$ 501,487
2033	22.8	3.6	23.0	28.9	78.2	\$ 1,516,322
2034	22.8	3.6	20.2	28.9	75.4	\$ 1,491,863
2035	22.8	0.0	20.2	28.9	71.9	\$ 1,449,680
2036	22.8	0.0	20.2	28.9	71.9	\$ 1,479,291
2037	0.0	0.0	20.2	28.9	49.1	\$ 1,029,852
2038	0.0	0.0	20.2	0.0	20.2	\$ 432,665
2039	0.0	0.0	20.2	0.0	20.2	\$ 441,318
2040	0.0	0.0	20.2	0.0	20.2	\$ 450,145
2041	0.0	0.0	20.2	0.0	20.2	\$ 459,148
2042	0.0	0.0	20.2	0.0	20.2	\$ 468,331
2043	0.0	0.0	20.2	0.0	20.2	\$ 476,752
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	524.1	196.2	225.0	144.3	1,089.6	\$20,316,299

[1] Source: Updated Development Absorption Projections dated July 16, 2021
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B7
Mossdale Tract: 2023 Financing Plan
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca River Islands Saybrook CLSP Richland Lathrop Gateway/Lazares Saybrook CLSP	\$61,622 \$15,500 \$13,020 \$14,415 \$3,720 \$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP Lathrop	\$25,000 \$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca Lathrop Saybrook CLSP Others	\$863,066 \$750,000 \$500,000 \$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop Manteca	\$42,360 \$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOF</i>	\$80,010	Lathrop Manteca	\$53,340 \$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i>			
<i>Task Order No. 1</i>	\$172,018	Lathrop Manteca	\$114,679 \$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFA Seed Funding Agreement Loans & Interest in Funds	\$313,351	Lathrop Manteca Stockton SJ County Interest (Use of Money)	\$115,000 \$65,000 \$65,000 \$65,000 \$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop Lathrop Gateway/Lazares Manteca Stockton SJ County Others Richland River Islands Saybrook CLSP RD 17	\$1,126,621 \$3,720 \$1,095,580 \$65,703 \$65,703 \$476,131 \$14,415 \$15,500 \$552,987 \$126,300
	\$3,542,659		\$3,542,659

Source: City of Lathrop, LWA

APPENDIX C:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 24-22: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER’S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING THE LEVY OF ASSESSMENT BEGINNING IN FISCAL YEAR 2024-25

Reso 24-22	SJAFCA Mossdale OAD Resolution of Formation.....	C-1
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RESOLUTION NO. SJAFCA 24-22

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER'S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING LEVY OF ASSESSMENTS BEGINNING IN FISCAL YEAR 2024-25

WHEREAS, the San Joaquin Area Flood Control Agency (the "Agency") is a joint powers agency that was created in May 1995 between the City of Stockton ("Stockton"), San Joaquin County ("County") and the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWCD"), for the purpose of providing flood protection services for the City of Stockton and surrounding unincorporated areas of the County;

WHEREAS, in January of 2018 Stockton, the County, the SJCFWCWCD, the City of Lathrop ("Lathrop"), and the City of Manteca ("Manteca") executed an Amended and Restated Joint Exercise of Powers Agreement to reform the Agency by adding Lathrop and Manteca as members;

WHEREAS, in February 2018, SJAFCA, as part of the reformulation of the Agency's Joint Exercise of Powers Agreement to include the Cities of Lathrop and Manteca as members of the Agency, assumed the role of Local Flood Management Agency ("LFMA") as part of the efforts to provide Urban Level of Flood Protection to the area that includes the community of Weston Ranch in south Stockton, south to the City of Lathrop and west to the western portions of the City of Manteca commonly referred to as the "Mossdale Tract Area." In its role as LFMA, SJAFCA has advanced a funding program to generate the funds needed to implement improvements to the levee system protecting the Mossdale Tract Area ("the Project") to ensure the levees can meet Urban Levee Design Criteria ("ULDC") and the Area can achieve an Urban Level of Flood Protection ("ULOP");

WHEREAS, on June 28, 2018, in its role as LFMA, the Agency transmitted its first Annual Report of Adequate Progress toward Urban Level of Flood Protection to the Central Valley Flood Protection Board pursuant to Government Code §65007 (a)(5). The Annual Adequate Progress Report includes the details of a funding and financing plan to generate the needed local funding for the Project. The Annual Adequate Progress Report identified three new funding mechanisms to generate the local funding; a Regional Development Impact Fee program; an Enhanced Infrastructure Financing District; and the Mossdale Tract Overlay Assessment District ("Mossdale Tract OAD");

WHEREAS, in September 2019, the Agency entered into a contract with Willdan Financial Services to provide Assessment Engineering Services for the proposed Mossdale Tract OAD to provide a portion of the funding for ULOP related improvements and services;

WHEREAS, the Agency now plans to establish the Mossdale Tract OAD to fund a portion of the costs of constructing 200-year improvements to the levee and flood control system providing protection to Mossdale Tract Area, and ensure proper maintenance and operation of the related levees and flood control facilities (collectively, the "Services");

WHEREAS, the Services will provide special benefits to certain land in the Mosssdale Tract Area (the "Properties") within the proposed boundaries of the Mosssdale Tract OAD;

WHEREAS, the Agency has engaged the firm of Willdan Financial Services, to have a registered professional engineer certified by the State of California prepare a detailed Engineer's Report ("Engineer's Report") establishing a methodology to determine and apportion the special benefits received by the Properties from the Services and to allocate the costs of the Services in proportion to said special benefits;

WHEREAS, the proposed boundaries of the Mosssdale Tract OAD area include all the Properties that receive special benefit from the Services, while excluding properties not receiving special benefits from the Services and any incidentally-benefited properties in adjacent areas;

WHEREAS, the Board of Directors of the Agency has determined to undertake proceedings pursuant to the Benefit Assessment Act of 1982, Government Code section 54703 et. seq. ("Act") to establish the Mosssdale Tract OAD and to levy assessments to pay costs of the Services for the Properties to be included within the Mosssdale Tract OAD boundary;

WHEREAS, the imposition of a new special assessment is subject to constitutional procedural requirements, including a ballot procedure involving the owners of the parcels proposed to be assessed;

WHEREAS, on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-07, which:

- Proposed forming the Mosssdale Tract OAD and levying a special benefit assessment;
- Identified the Mosssdale Tract OAD's proposed boundary;
- Preliminarily approved the Engineer's Report;
- Fixed the time of a public hearing to hear public comment on the proposed Mosssdale Tract OAD and special benefit assessment; and,
- Directed the Agency's consultants and staff to undertake the procedural and approval processes including the mailing of notices and ballots which are necessary for the establishment of the Mosssdale Tract OAD and levying of a special assessment proportional to the special benefits to be provided by the Services;

WHEREAS, also on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-08, which adopted Proposition 218 procedures to be followed in the implementation of the provisions of Proposition 218 relating to the proposed Mosssdale Tract OAD (the "218 Procedures"), and the 218 Procedures have been followed in connection with the activities directed by Resolution No. 24-07;

WHEREAS, during May and June of 2024 the Agency conducted an assessment ballot proceeding pursuant to Proposition 218 in which the landowners that would be specially benefited by the Services were provided by mail with notice of the proposed special assessment and public hearing and also provided the opportunity to complete a ballot as to whether the Agency should form the proposed Mosssdale Tract OAD and levy the assessment;

WHEREAS, on June 20, 2024, the Board received a report from Staff and Consultants which included as Attachment 1 Addendum No. 1 to the San Joaquin Area Flood Control Agency Preliminary Engineer's Report Formation of Mossdale Tract Overlay Assessment District prepared by Willdan Financial Services dated April 18, 2024;

WHEREAS, as part of the assessment ballot proceeding, the Board of Directors of the Agency held a public hearing on June 20, 2024 at 6:00 PM in the City Council Chambers, Lathrop City Hall, located at 390 Towne Centre Dr., Lathrop, California for the purpose of receiving comments on and protests to the proposed benefit assessment and for accepting new or changed ballots from specially benefited landowners; and

WHEREAS, during the public hearing, the Board of Directors of the Agency heard and considered all public comments.

WHEREAS, on June 20, 2024, upon the conclusion of the public hearing, the Board of Directors of the Agency adopted Resolution No. 24-19 receiving Addendum No. 1 to the Preliminary Engineer's Report for the Mossdale Tract Overlay Assessment District and directing the tabulation of the ballots for the formation of the Mossdale Tract Overlay Assessment District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Joaquin Area Flood Control Agency as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Resolution by this reference.

2. **Ballot Proceeding**. A total of 2,430 assessment ballots were returned and received prior to the close of the public input portion of the public hearing on June 20, 2024. Of the assessment ballots returned, 2,335 assessment ballots were deemed valid, and 95 assessment ballots were declared invalid in that they were either not marked with a "Yes" or "No", were marked with both a "Yes" and a "No", were not signed, or for some other reason. In addition, ballots that were mutilated in such a way where the property ownership and barcode information was illegible or missing were excluded from the tabulation counts above.

3. **Ballot Tabulation**. The canvass of the assessment ballots submitted by property owners is complete and was certified by the Larsen Wurzel & Associates, Inc., and the votes cast were as follows:

Total Number of Valid Ballots Received: 2,335
Total Mossdale Tract OAD Amount of Valid Ballots: \$458,106.48

Total Number of Valid "Yes" Votes: 1,434
Total Weighted Value of "Yes" Votes: \$344,283.70
Total Weighted Percentage of "Yes" Votes: 75.15%

Total Number of Valid "No" Votes: 901
Total Weighted Value of "No" Votes: \$113,822.78
Total Weighted Percentage of "No" Votes: 24.85%

Total Number of "Invalid" Ballots: 95
Total Mossdale Tract OAD Amount of "Invalid" Ballots: \$23,457.78

After the ballots were weighted according to the proportional financial obligation of the affected property, the tabulation shows that 75.15% of the valid ballots were cast in support of the Mossdale Tract OAD formation. Since a majority protest, as defined by Article XIII D of the California Constitution, did not exist, the Board may levy the assessment as described in the Final Engineer's Report to pay the costs and expenses of the Services identified therein.

4. **Final Engineer's Report.** The Final Engineer's Report for the Mossdale Tract OAD, which reflects the information in Addendum No. 1 presented at the June 20, 2024 public hearing, together with the diagram of the Mossdale Tract OAD contained therein, and the proposed Benefit Assessment Roll for fiscal year 2024-25 contained therein, has been presented to the Board of Directors at this meeting and is incorporated herein by reference, are hereby confirmed and approved.

5. **Findings.** That based on the oral and documentary evidence, including the Final Engineer's Report, offered and received at the public hearing, the Board finds and determines that: (a) each of the several assessed lots and parcels of land within the Mossdale Tract OAD will be specially benefited by the Services (as described in the Final Engineer's Report) in at least the amount of the benefit assessment apportioned against such lots and parcels of land, respectively; and (b) there is substantial evidence to support, and the weight of the evidence is in favor of, this finding and determination as to special benefit to property within the LCMA Assessment District from the Services to be financed with assessment proceeds.

6. **Mossdale Tract OAD Formation.** The Mossdale Tract OAD is hereby formed, and assessments consistent with the Final Engineer's Report, as modified by successful appeals, are hereby levied, pursuant to the Act.

7. **Annual Levy of Assessments.** The first assessments to be levied on property in the Mossdale Tract OAD will be for fiscal year 2024-25 with authorized maximum assessment.

8. **Authorized Services.** The Services to be financed with assessment proceeds described in the Final Engineer's Report are hereby ordered.

9. **Maximum Assessment Adjustment per CPI.** As described in the Final Engineer's Report, to ensure that the Agency can provide the needed Services over time the Board of Directors of the Agency will have the authority, pursuant to Government Code Section 53739 (b), to levy the assessment within a designated range on an annual basis. The designated range will be from a minimum assessment, up to and including the authorized maximum assessment, as adjusted annually based on the CPI as described below.

Beginning in Fiscal Year 2025-26, the maximum authorized assessment may be increased subject to an annual inflationary escalator, based on the annual change in the Consumer Price Index February to February CPI-W for the San Francisco-Oakland-Hayward all Items, with Base Year 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of 0% and a maximum of 4% in any given year as described in the "Annual Inflationary Adjustment (Assessment Range Formula)" section of the Final Engineer's Report.

10. **Filing of Map & Collection of Assessment.** SJAFCA staff is directed to file or cause to be filed the diagram of Mossdale Tract OAD, the Final Engineer's Report and a certified copy of this Resolution with the Auditor/Controller of San Joaquin County. Upon such filing, commencing in Fiscal Year 2024-25 and each year thereafter upon approval by the Board of Directors of the Agency, the County/Auditor Controller shall enter on the County tax roll opposite

each lot or parcel of land in the Mossdale Tract OAD the amount of assessment thereupon as shown in the Final Engineer's Report and described in this Resolution. The benefit assessment shall be collected at the same time and in the same manner as County ad valorem taxes are collected and all laws providing for the collection and enforcement of County ad valorem taxes shall apply to the collection and enforcement of the assessments. After collection by the County Tax Collector, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Agency for the purposes of the Mossdale Tract OAD.

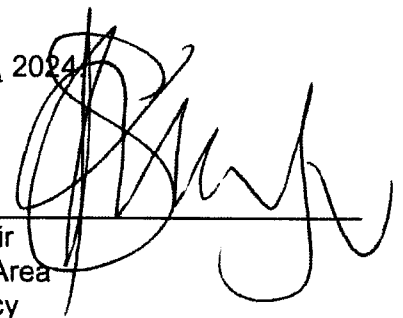
11. **Separate Fund Requirement.** The monies representing assessments collected shall be deposited in a separate fund or funds designated for the Mossdale Tract OAD. Amounts deposited to such fund(s) shall be expended only for the Services that specially benefit the lands within the Mossdale Tract OAD as described in the Final Engineers Report.

12. **Administrative Corrections.** The assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors or by order of the Executive Director of the Agency. Any such corrections, cancellations or refunds shall be limited to current or future fiscal years and shall not be granted retroactively. The Agency may adopt, in the future, as the need arises, additional policies or procedures as needed to efficiently and effectively administer the Mossdale Tract OAD.

13. **CEQA Compliance.** The creation of the assessment funding mechanism is exempt from CEQA because it provides a funding mechanism in support of future actions which will be separately analyzed as projects under CEQA. Agency staff is directed to prepare and file or cause to be filed a Notice of Exemption to that effect with the proper office.

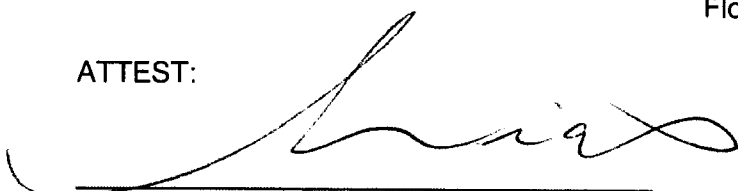
14. **Proposition 218 Compliance.** The assessment is in compliance with all laws pertaining to it, including Article XIII-D of the California Constitution (Proposition 218), and as described in the Final Engineers Report, the assessment is being levied without regard to property valuation.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2024



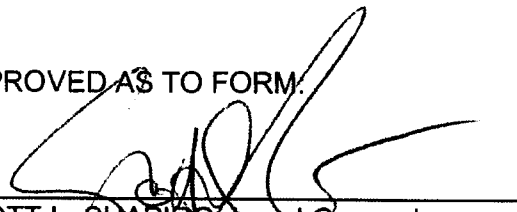
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

APPENDIX D: RD 17 LSRP PROJECT SUPPORTING TABLES

Table D1	Remaining Expenditure Schedule for Phase 3 LSRP	D-1
Table D2	EIP Funding Agreement Credit.....	D-2
Table D3	State Payments Received to Date & State Share Remaining.....	D-3
Table D4	Expenses Reported to DWR.....	D-4
Table D5	Historic RD 17 Financial Statements.....	D-6

Table D1
Mossdale Tract: 2023 Financing Plan
Estimated Remaining Expenditure Schedule for LSRP (All Phases)

Month & Year	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	TOTAL
Remaining Costs	-	111,932	111,932	111,932	111,932	111,932	111,932	111,932	111,932	-	895,452
Total Expenses	-	111,932	111,932	111,932	111,932	111,932	111,932	111,932	111,932	-	895,452

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Table D2
Mossdale Tract: 2023 Financing Plan
EIP Funding Agreement Credit

Levee Seepage Repair Project Phase	Eligible Project Credit	State Share
LSRP - Phase I	2,630,649	1,578,389
LSRP - Phase II	3,756,668	2,254,001
LSRP - Phase III	625,090	375,054
Total	\$7,012,406	\$4,207,444

Source: KSN

3

Table D3
Mossdale Tract: 2023 Financing Plan
State Payments Received to Date & State Share Remaining

Received Date	Total	State Share	Credit Applied
4/15/2010	2,182,950	1,389,150	793,800
6/8/2010	886,525	602,717	283,808
12/19/2011	2,828,433	2,355,408	473,025
5/30/2012	452,032	420,838	31,194
11/13/2013	1,617,235	1,041,086	576,149
Through Q40	7,618,404	5,981,017	1,637,387
Subtotal	15,585,578	11,790,215	3,795,363
Remaining	24,000,000	23,587,919	412,081
Total	39,585,578	35,378,135	4,207,444

Source: KSN

2

Table D4
Mossdale Tract: 2023 Financing Plan
Total Actual and Estimated Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 1	2010	Q1	\$0	\$866,617	\$233,864
Quarter 2	2010	Q2	\$0	\$1,973,380	\$568,953
Quarter 3	2010	Q3	\$2,019	\$944,450	\$341,041
Quarter 4	2010	Q4	\$2,717	\$320,758	\$484,776
Quarter 5	2011	Q1	\$1,756	\$58,861	\$573,904
Quarter 6	2011	Q2	\$0	\$327,945	\$188,190
Quarter 7	2011	Q3	\$1,413	\$79,657	\$179,990
Quarter 8	2011	Q4	\$2,247	\$27,994	\$189,457
Quarter 9	2012	Q1	\$0	\$119,734	\$219,941
Quarter 10	2012	Q2	\$1,311	\$379,956	\$160,688
Quarter 11	2012	Q3	\$1,444	\$552,568	\$131,829
Quarter 12	2012	Q4	\$502	\$383,096	\$149,982
Quarter 13	2013	Q1	\$0	\$83,459	\$188,263
Quarter 14	2013	Q2	\$638	\$107,557	\$130,947
Quarter 15	2013	Q3	\$509	\$7,251	\$160,951
Quarter 16	2013	Q4	\$0	\$4,524	\$170,767
Quarter 17	2014	Q1	\$0	\$369	\$185,491
Quarter 18	2014	Q2	\$0	\$6,935	\$283,552
Quarter 19	2014	Q3	\$0	\$9,000	\$155,771
Quarter 20	2014	Q4	\$999	\$7,444	\$299,970
Quarter 21	2015	Q1	\$7,930	\$7,717	\$224,170
Quarter 22	2015	Q2	\$7,140	\$18,637	\$184,474
Quarter 23	2015	Q3	\$540	\$7,305	\$234,779
Quarter 24	2015	Q4	\$0	\$0	\$1,125,519
Quarter 25	2016	Q1	\$3,720	\$8,378	\$482,931
Quarter 26	2016	Q2	\$228	\$25,387	\$216,229
Quarter 27	2016	Q3	\$0	\$20,015	\$235,688
Quarter 28	2016	Q4	\$0	\$69,326	\$358,058
Quarter 29	2017	Q1	\$0	\$9,934	\$3,195,608
Quarter 30	2017	Q2	\$0	\$6,489	\$2,632,159
Quarter 31	2017	Q3	\$0	\$0	\$872,805
Quarter 32	2017	Q4	\$0	\$0	\$1,000,814
Quarter 33	2018	Q1	\$0	\$0	\$268,253
Quarter 34	2018	Q2	\$0	\$0	\$277,834
Quarter 35	2018	Q3	\$0	\$58,041	\$255,105
Quarter 36	2018	Q4	\$0	\$10,068	\$261,022
Quarter 37	2019	Q1	\$0	\$0	\$120,598
Quarter 38	2019	Q2	\$0	\$0	\$419,527
Quarter 39	2019	Q3	\$0	\$0	\$318,646
Quarter 40	2019	Q4	\$0	\$0	\$956,206
Quarter 41	2020	Q1	\$0	\$12,015	\$2,490,462
Quarter 42	2020	Q2	\$0	\$7,990	\$2,184,903

Table D4
Mossdale Tract: 2023 Financing Plan
Total Actual and Estimated Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 43	2020	Q3	\$0	\$6,375	\$544,959
Quarter 44	2020	Q4	\$0	\$1,579	\$215,280
Quarter 45	2021	Q1	\$0	\$10,076	\$507,193
Quarter 46	2021	Q2	\$0	\$7,020	\$ 209,602.58
Quarter 47	2021	Q3	\$0	\$10,005	\$ 195,186.88
Quarter 48	2021	Q4	\$0	\$5,319	\$ 127,530.10
Quarter 49	2022	Q1	\$0	\$0	\$ 947,312.18
Quarter 50	2022	Q2	\$0	\$0	\$ 8,796,972.11
Quarter 51	2022	Q3	\$0	\$24,659	\$ 15,091,111.01
Quarter 52	2022	Q4	\$0	\$32,076	\$ 6,174,013.37
Quarter 53	2023	Q1	\$0	\$7,961	\$ 1,319,576.19
Quarter 54	2023	Q2	\$0	\$5,256	\$ 472,690.01
Quarter 55	2023	Q3	\$0	\$2,279	\$ 3,385,566.84
Quarter 56	2023	Q4	\$0	\$1,530	\$ 3,823,822.14
Quarter 57	2024	Q1	\$0	\$1,020	\$ 1,118,686.14
Quarter 58	2024	Q2	\$0	\$5,355	\$ 129,642.70
Est. Quarter 59	2024	Q3	\$0	\$5,000	\$792,986
Est. Quarter 60	2024	Q4	\$0	\$0	\$97,567
Total			\$ 35,112	\$ 6,648,366	\$ 67,263,816

Source: KSN, LWA

Table D5
 Mossdale Tract: 2023 Financing Plan
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2010				2011				2012			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	1,534,738	1,534,738	-	-	-	-	-	-	1,640,233	1,640,233	-	-
Assessments	1,542,907	1,542,907	-	-	1,573,048	1,573,048	-	-	1,495,598	1,495,598	-	-
Property taxes	80,197	80,197	-	-	121,729	121,729	-	-	102,670	102,670	-	-
Interest	44,107	44,107	-	-	32,566	32,566	-	-	9,557	9,557	-	-
Other revenue	100,550	100,550	-	-	100,295	100,295	-	-	562	562	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	3,302,498	3,302,498	-	-	1,827,637	1,827,637	-	-	3,248,619	3,248,619	-	-
Expenditures												
Levee repairs and maintenance	182,568	182,568	-	-	90,630	90,630	-	-	78,201	78,201	-	-
Engineering	44,731	44,731	-	-	63,021	63,021	-	-	40,144	40,144	-	-
Legal and accounting	78,800	78,800	-	-	82,354	82,354	-	-	66,601	66,601	-	-
Vegetation control	42,823	42,823	-	-	34,175	34,175	-	-	34,825	34,825	-	-
Payroll expenses	4,812	4,812	-	-	8,482	8,482	-	-	6,623	6,623	-	-
Rodent control	3,250	3,250	-	-	255	255	-	-	12,962	12,962	-	-
County charges	14,980	14,980	-	-	15,096	15,096	-	-	25,768	25,768	-	-
Insurance	7,162	7,162	-	-	6,293	6,293	-	-	5,536	5,536	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	132	132	-	-	-	-	-	-	-	-	-	-
Miscellaneous	11,828	11,828	-	-	1,287	1,287	-	-	375	375	-	-
Trustee fees	438	438	-	-	388	388	-	-	438	438	-	-
Automobile expense	1,800	1,800	-	-	1,908	1,908	-	-	1,800	1,800	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	553	553	-	-
Permits	435	435	-	-	435	435	-	-	-	-	-	-
Publication cost	61	61	-	-	138	138	-	-	238	238	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	34,398	34,398	-	-	29,043	29,043	-	-	31,721	31,721	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	150,000	150,000	-	-	-	-	-	-	-	-	-	-
Equipment rental	1,412	1,412	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,892,403	3,892,403	-	-	2,552,743	2,552,743	-	-	499,463	499,463	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	453,309	453,309	-	-	107,500	107,500	-	-	112,500	112,500	-	-
Interest	376,391	376,391	-	-	522,227	522,227	-	-	518,335	518,335	-	-
Total Expenditures	5,302,227	5,302,227	-	-	3,516,471	3,516,471	-	-	1,436,079	1,436,079	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table D5
Mossdale Tract: 2023 Financing Plan
Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2013				2014				2015			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	808,618	808,618	-	-	-	-	-	-
Assessments	1,450,901	1,450,901	-	-	1,444,959	1,444,959	-	-	1,415,812	1,415,812	-	-
Property taxes	107,189	107,189	-	-	106,405	106,405	-	-	120,689	120,689	-	-
Interest	13,447	13,447	-	-	14,364	14,364	-	-	17,264	17,264	-	-
Other revenue	103,835	103,835	-	-	6,625	6,625	-	-	514	514	-	-
Penalties and interest on late assessments	-	-	-	-	3,434	3,434	-	-	-	-	-	-
Total Revenues	1,675,371	1,675,371	-	-	2,384,404	2,384,404	-	-	1,554,278	1,554,278	-	-
Expenditures												
Levee repairs and maintenance	43,227	43,227	-	-	132,018	132,018	-	-	116,170	116,170	-	-
Engineering	31,757	31,757	-	-	152,597	152,597	-	-	99,124	99,124	-	-
Legal and accounting	65,667	65,667	-	-	104,832	104,832	-	-	137,060	137,060	-	-
Vegetation control	41,225	41,225	-	-	47,425	47,425	-	-	41,575	41,575	-	-
Payroll expenses	8,371	8,371	-	-	6,831	6,831	-	-	5,409	5,409	-	-
Rodent control	3,017	3,017	-	-	3,090	3,090	-	-	5,785	5,785	-	-
County charges	14,984	14,984	-	-	15,019	15,019	-	-	15,108	15,108	-	-
Insurance	8,121	8,121	-	-	7,722	7,722	-	-	7,828	7,828	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	372	372	-	-	1,016	1,016	-	-	2,333	2,333	-	-
Trustee fees	1,038	1,038	-	-	300	300	-	-	375	375	-	-
Automobile expense	1,172	1,172	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	3,535	3,535	-	-
Publication cost	45	45	-	-	-	-	-	-	91	91	-	-
Bank fees	-	-	-	-	-	-	-	-	2,100	2,100	-	-
Special projects	31,721	31,721	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	49,863	49,863	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	1,171,156	1,171,156	-	-	344,282	344,282	-	-	279,875	279,875	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	117,500	117,500	-	-	120,000	120,000	-	-	125,000	125,000	-	-
Interest	513,838	513,838	-	-	508,897	508,897	-	-	471,060	471,060	-	-
Total Expenditures	2,053,706	2,053,706	-	-	1,495,112	1,495,112	-	-	1,313,647	1,313,647	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA

Table D5
 Mossdale Tract: 2023 Financing Plan
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	4,611	4,611	-	-	1,732	1,732	-	-
Assessments	1,403,761	1,403,761	-	-	1,403,873	1,403,873	-	-	1,605,323	1,605,323	-	-
Property taxes	132,475	132,475	-	-	145,166	145,166	-	-	153,355	153,355	-	-
Interest	31,917	31,917	-	-	58,882	58,882	-	-	80,465	80,465	-	-
Other revenue	1,056	1,056	-	-	3,247	3,247	-	-	859	859	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,569,208	1,569,208	-	-	1,615,778	1,615,778	-	-	1,841,733	1,841,733	-	-
Expenditures												
Levee repairs and maintenance	700,807	700,807	-	-	558,933	558,933	-	-	763,538	763,538	-	-
Engineering	165,311	165,311	-	-	190,658	190,658	-	-	130,929	130,929	-	-
Legal and accounting	168,652	168,652	-	-	172,608	172,608	-	-	164,975	164,975	-	-
Vegetation control	43,925	43,925	-	-	113,618	113,618	-	-	132,723	132,723	-	-
Payroll expenses	5,160	5,160	-	-	4,947	4,947	-	-	3,601	3,601	-	-
Rodent control	2,649	2,649	-	-	-	-	-	-	-	-	-	-
County charges	15,270	15,270	-	-	15,272	15,272	-	-	15,720	15,720	-	-
Insurance	8,080	8,080	-	-	8,266	8,266	-	-	8,780	8,780	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	350	350	-	-	-	-	-	-	77	77	-	-
Miscellaneous	4,118	4,118	-	-	7,109	7,109	-	-	4,175	4,175	-	-
Trustee fees	400	400	-	-	400	400	-	-	388	388	-	-
Automobile expense	723	723	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Publication cost	-	-	-	-	53	53	-	-	53	53	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	319,861	319,861	-	-	-	-	-	-
Reimbursements	658	658	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	1,560	1,560	-	-	-	-	-	-
Capital outlay	331,619	331,619	-	-	2,766,672	2,766,672	-	-	722,604	722,604	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	163,352	163,352	-	-	166,758	166,758	-	-	372,175	372,175	-	-
Interest	455,886	455,886	-	-	331,513	331,513	-	-	465,898	465,898	-	-
Total Expenditures	2,067,456	2,067,456	-	-	4,659,448	4,659,448	-	-	2,786,857	2,786,857	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA

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Table D5
Mossdale Tract: 2023 Financing Plan
Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	3,857,939	3,857,939	-	-	-	-	-	-
Assessments	1,478,039	1,478,039	-	-	1,499,109	1,499,109	-	-	1,529,091	1,529,091	-	-
Property taxes	166,810	166,810	-	-	178,440	178,440	-	-	183,793	183,793	-	-
Interest	98,014	98,014	-	-	88,173	88,173	-	-	90,818	90,818	-	-
Other revenue	-	-	-	-	20,238	20,238	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,742,862	1,742,862	-	-	5,643,897	5,643,897	-	-	1,803,701	1,803,701	-	-
Expenditures												
Levee repairs and maintenance	264,169	264,169	-	-	247,507	247,507	-	-	288,888	288,888	-	-
Engineering	82,101	82,101	-	-	93,890	93,890	-	-	96,706	96,706	-	-
Legal and accounting	97,835	97,835	-	-	83,153	83,153	-	-	85,648	85,648	-	-
Vegetation control	48,225	48,225	-	-	52,475	52,475	-	-	54,049	54,049	-	-
Payroll expenses	10,850	10,850	-	-	33,086	33,086	-	-	34,079	34,079	-	-
Rodent control	13,815	13,815	-	-	30,418	30,418	-	-	31,331	31,331	-	-
County charges	16,055	16,055	-	-	15,797	15,797	-	-	16,271	16,271	-	-
Insurance	9,000	9,000	-	-	11,439	11,439	-	-	11,782	11,782	-	-
Property Taxes	-	-	-	-	7,134	7,134	-	-	7,348	7,348	-	-
Equipment Rental	-	-	-	-	3,763	3,763	-	-	3,875	3,875	-	-
Office expense/supplies	-	-	-	-	2,541	2,541	-	-	2,617	2,617	-	-
Miscellaneous	4,325	4,325	-	-	1,897	1,897	-	-	1,953	1,953	-	-
Trustee fees	513	513	-	-	850	850	-	-	876	876	-	-
Automobile expense	739	739	-	-	754	754	-	-	777	777	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	515	515	-	-
Permits	-	-	-	-	347	347	-	-	357	357	-	-
Publication cost	-	-	-	-	228	228	-	-	234	234	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	407,809	407,809	-	-	3,116,273	3,116,273	-	-	3,209,761	3,209,761	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	249,504	249,504	-	-	258,813	258,813	-	-	266,577	266,577	-	-
Interest	457,432	457,432	-	-	449,662	449,662	-	-	463,152	463,152	-	-
Total Expenditures	1,662,867	1,662,867	-	-	4,410,524	4,410,524	-	-	4,576,795	4,576,795	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table D5
Mossdale Tract: 2023 Financing Plan
Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,559,672	1,559,672	-	-	1,590,866	1,590,866	-	-	1,622,683	1,622,683	-	-
Property taxes	189,306	189,306	-	-	194,986	194,986	-	-	200,835	200,835	-	-
Interest	93,542	93,542	-	-	96,348	96,348	-	-	99,239	99,239	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,842,521	1,842,521	-	-	1,882,200	1,882,200	-	-	1,922,757	1,922,757	-	-
Expenditures												
Levee repairs and maintenance	297,554	297,554	-	-	306,481	306,481	-	-	315,675	315,675	-	-
Engineering	99,607	99,607	-	-	102,596	102,596	-	-	105,673	105,673	-	-
Legal and accounting	88,217	88,217	-	-	90,864	90,864	-	-	93,589	93,589	-	-
Vegetation control	55,671	55,671	-	-	57,341	57,341	-	-	59,061	59,061	-	-
Payroll expenses	35,101	35,101	-	-	36,154	36,154	-	-	37,239	37,239	-	-
Rodent control	32,270	32,270	-	-	33,239	33,239	-	-	34,236	34,236	-	-
County charges	16,759	16,759	-	-	17,262	17,262	-	-	17,780	17,780	-	-
Insurance	12,136	12,136	-	-	12,500	12,500	-	-	12,875	12,875	-	-
Property Taxes	7,568	7,568	-	-	7,796	7,796	-	-	8,029	8,029	-	-
Equipment Rental	3,992	3,992	-	-	4,111	4,111	-	-	4,235	4,235	-	-
Office expense/supplies	2,695	2,695	-	-	2,776	2,776	-	-	2,859	2,859	-	-
Miscellaneous	2,012	2,012	-	-	2,072	2,072	-	-	2,135	2,135	-	-
Trustee fees	902	902	-	-	929	929	-	-	957	957	-	-
Automobile expense	800	800	-	-	824	824	-	-	849	849	-	-
Dues and subscriptions	530	530	-	-	546	546	-	-	563	563	-	-
Permits	368	368	-	-	379	379	-	-	391	391	-	-
Publication cost	241	241	-	-	249	249	-	-	256	256	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,306,053	3,306,053	-	-	3,405,235	3,405,235	-	-	3,507,392	3,507,392	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	274,575	274,575	-	-	282,812	282,812	-	-	291,296	291,296	-	-
Interest	477,046	477,046	-	-	491,358	491,358	-	-	506,099	506,099	-	-
Total Expenditures	4,714,099	4,714,099	-	-	4,855,522	4,855,522	-	-	5,001,188	5,001,188	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

APPENDIX E: EIFD ANALYSIS SUPPORTING INFORMATION

Reference the

**MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT –
INFRASTRUCTURE FINANCING PLAN FINAL REPORT
PREPARED BY ECONOMIC & PLANNING SYSTEMS, INC.
DATED JUNE 2, 2022**

Available on SJAFCA’s Website:

<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY AND THE MOSSDALE TRACT ENHANCED
INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY
DATED JUNE 15, 2023**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND
THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING
DISTRICT PUBLIC FINANCING AUTHORITY**

This Memorandum of Understanding (this “MOU”) is dated as of June 15, 2023 (the “Effective Date”), and is entered into by and between the MOSSDALE TRACT INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY, a public agency (the “Authority”), and the SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a joint powers authority (“SJAFCA”). Authority and SJAFCA are sometimes referred to in this MOU, individually, as a “Party” and, collectively, as the “Parties.” The Parties enter into this MOU with reference to the following recited facts (each, a “Recital”):

RECITALS

A. The California Legislature enacted California Government Code (the “Code”) sections 53398.50 through 53398.88 (the “EIFD Law”) authorizing cities and counties to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

B. In enacting the EIFD Law, the California Legislature found and determined that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance public infrastructure and community benefit projects authorized under the EIFD Law;

C. On January 13, 2022 the City Council of the City of Lathrop adopted its resolution stating its intention to establish the Mossdale Tract Enhanced Infrastructure Financing District (the “EIFD”);

D. on January 18, 2022, the City Council of the City of Manteca adopted its resolution of intent to participate in the proposed EIFD;

E. on February 8, 2022, the City Council of the City of Stockton adopted its resolution of intent to participate in the proposed EIFD;

F. on February 15, 2022, the San Joaquin County Board of Supervisors adopted its resolution of intent to participate in the proposed EIFD;

G. on March 2, 2022, the Authority directed the preparation of an Infrastructure Financing Plan (the “IFP”) for the District;

H. on June 14, 2022, the City of Stockton, adopted its resolution approving the IFP;

I. on June 21, 2022, the County of San Joaquin, adopted its resolution approving the IFP;

J. on June 21, 2022, the City of Manteca, adopted its resolution approving the IFP;

K. on July 11, 2022, the City of Lathrop, adopted its resolution approving the IFP;

L. on July 21, 2022, the Authority adopted its resolution adopting the IFP for the EIFD and forming the EIFD;

M. The IFP provides for the EIFD to financially assist certain public flood control infrastructure projects including, but not limited to, public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California Department of Water Resources and SJAFCA's Resolution No. 19-06 and SJAFCA's Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change;

N. SJAFCA and Authority desire to provide for an efficient process for the Authority to provide financial assistance to the identified SJAFCA infrastructure projects and for SJAFCA to provide staff resources for the efficient operation of the District;

NOW THEREFORE, in consideration of the above Recitals, the covenants, conditions and agreements set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. TERM. This MOU shall commence on the Effective Date and shall continue until amended by the parties or modified pursuant to Section 3.1.2, subject to the rights of the Parties under Section 7. Notwithstanding any provision of this MOU to the contrary, the term shall not exceed the duration of the EIFD.

2. ANNUAL INFRASTRUCTURE PROGRAM PROCESS. SJAFCA and Authority acknowledge and agree that all of the public infrastructure projects identified in the IFP for financing thru the EIFD constitute the Authority capital improvement projects ("Authority CIP(s)") and are part of a larger group of SJAFCA capital improvement projects ("CIPs") that will be designed, contracted for and constructed by SJAFCA, or by other public entities pursuant to contribution agreements with SJAFCA for SJAFCA to reimburse costs of construction of the capital improvements to the public entities.

3.1. Implementation. In order to provide for implementation of the Authority CIPs, SJAFCA and Authority agree that, by the end of the third fiscal year quarter of each fiscal year during which this MOU is in effect, SJAFCA shall deliver to Authority a list (the "List") of the Authority CIPs that SJAFCA plans to implement (whether one or more project phases or the complete Authority CIPs) during the immediately following fiscal year and request Authority transfer of funding for such Authority CIPs ("Approved Authority CIPs").

3.1.1. To the extent that Authority has funds currently on-hand and/or that are projected to be received and available (not previously committed to Authority operating expenses in the applicable Authority fiscal year budget or other Authority CIPs identified by SJAFCA for implementation) to finance Authority CIPs ("Available Funds") and SJAFCA has indicated that it needs such Available Funds for the planning, permitting, design and construction of the CIPs on the List, Authority shall allocate such Available

Funds to SJAFCA for the Approved Authority CIPs on the List in the order of priority presented by SJAFCA.

3.1.2. Notwithstanding this Section 3.1, for fiscal years 2023-24, 2024-2025, 2025-2026, and 2026-2027, if SJAFCA has not used the funding provided by the Authority within two years of receipt of that funding, then the Authority or one of its member agencies may request that the Authority and SJAFCA meet and confer as to the need and timing of future funding. Such meet and confer shall occur as between the Authority and SJAFCA and shall include a representative of each of the member agencies. The meeting shall discuss whether (i) any additional funding is needed from the Authority in the next or future fiscal years; (ii) the timing of any future funding; and (iii) whether the funding that has not been used should be returned to the Authority to be further returned back to the agency that provided the property tax increment, subject to compliance with any applicable Authority and/or SJAFCA financing obligations and covenants and applicable Federal tax law. Absent agreement of the Authority, SJAFCA, and the representatives of the member agencies, Available Funds shall continue to be allocated.

3.1.3. Allocation of funds projected to be received is subject to actual receipt of such funds by the Authority. The amount of Available Funds allocated to any Authority CIP shall be equal to the estimated cost of such Authority CIP not funded from other financing sources, until Authority has no more Available Funds or the amount of the estimated cost of such Authority CIP not funded from other financing sources has been allocated to SJAFCA, whichever occurs first.

3.1.4. Authority shall consider allocation of Available Funds to SJAFCA for the Authority CIPs identified for implementation in the immediately following fiscal year, to the extent practical, by the end of the third fiscal year quarter of each fiscal year, or as otherwise docketed for consideration by the Authority.

3.2. Funding Reallocation. If and to the extent that SJAFCA's priorities change for Authority CIPs identified for implementation, whether due to emergency, unforeseen circumstances accelerating or slowing project progress, other funding becoming available, increasing or decreasing costs, etc., SJAFCA may reallocate all or a portion of money allocated by Authority to another Authority CIP in compliance with the IFP and subject to approval by the Authority.

3.2.1. SJAFCA shall only spend money from the Authority on Authority CIPs in accordance with SJAFCA's then current process for budgeting and executing its projects.

3.2.2. If and to the extent that an Authority CIP allocated funds by Authority will not proceed to completion of the entire project, phase(s), or other elements for which Authority provided funding, such funding shall be either allocated by SJAFCA to another Authority CIP allocated funding by Authority or returned to Authority.

4. AUTHORITY BUDGET. Authority will endeavor to adopt a budget for its operating expenses and Authority CIP expenditures for Authority's immediately following fiscal year by the end of the third fiscal year quarter of each fiscal year. Authority's operating expense portion of its budget shall include funds allocated to reimburse SJAFCA for staff services provided to Authority pursuant to Section 5. When SJAFCA delivers to Authority the list of Authority CIPs that SJAFCA

plans to implement during the immediately following fiscal year, pursuant to Section 3, SJAFCA shall also deliver a budget estimate to Authority for SJAFCA staff services and Authority program operating expenses to Authority for the immediately following fiscal year.

5. SJAFCA STAFFING OF AUTHORITY. SJAFCA shall provide the employees, consultants, and legal services (“SJAFCA Staff”) for the Authority on an as needed basis. Authority shall pay SJAFCA for the documented time of SJAFCA Staff who provide services to Authority at each person’s then applicable hourly SJAFCA salary rate, including applicable overhead and load, or such rates as are charged to SJAFCA for non-SJAFCA employees. All SJAFCA Staff expenses incurred by Authority shall be billed to Authority and paid to SJAFCA using a billable internal order of SJAFCA.

5.1. At the request of Authority, SJAFCA shall send detailed accounting records of SJAFCA staff costs incurred in staffing the Authority. The costs of SJAFCA staff incurred by Authority shall accrue during any time period that Authority does not have revenue to pay such costs and shall be payable when Authority has revenue available to pay such costs.

5.2 SJAFCA and Authority acknowledge that employees, consultants, and legal counsel are providing services to both and hereby waive any conflicts that may arise from providing such services, recognizing the significant overlapping functions of SJAFCA and Authority and that Authority has been created for the exclusive purpose of providing needed funding to SJAFCA for the Authority CIPs.

6. COMPLIANCE WITH LAWS AND POLICIES. The Parties shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the Federal, State, SJAFCA and other local governments to the extent applicable to their performance under this MOU.

7. REMEDIES FOR NON-PERFORMANCE. Notwithstanding any provision of this MOU to the contrary, if a Party fails to comply with any term or condition of this MOU, the other Party may exercise any or all of the following remedies: (a) any remedy specified in this MOU for such non-performance; or (b) any remedy available to the Party at law or in equity for such non-performance. The rights and remedies of the Parties under this MOU are cumulative and exercise of any one or more of such rights or remedies shall not limit, waive, or deny any of a Party’s other rights or remedies under this MOU, at law or in equity, existing as of the Effective Date or later enacted or established, that may be available to a Party.

8. INFORMAL DISPUTE RESOLUTION. If the Parties have any dispute as to their respective rights, obligations, or duties under this MOU, or the meaning or interpretation of any provision contained in this MOU, they shall first attempt to resolve such dispute by informal discussion between their respective representatives. Within five (5) calendar days of determining the existence of any such dispute, the Party determining there is such a dispute may give Notice to the other Party of the existence of the dispute and the need to meet informally to resolve such dispute. The Parties shall endeavor, thereafter, to meet within five (5) calendar days of the second Party’s receipt of such Notice, or at such time as is reasonable under the circumstances.

9. AUTHORITY INDEMNIFICATION OF SJAFCA. Authority shall defend, indemnify, protect, and hold harmless SJAFCA, its elected officials, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to Authority members or Authority officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of Authority, Authority members, or Authority or Authority officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, Authority's duty to indemnify and hold harmless pursuant to this Section 9 shall not include any claims or liability arising from the established sole negligence or willful misconduct of SJAFCA, its elected officials, officers, employees, representatives, or agents. SJAFCA may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 9. If SJAFCA elects to conduct or participate in its own defense, or obtain independent legal counsel in defense of any claim subject to this Section 9, Authority shall pay SJAFCA for all costs related thereto, including attorney's fees and costs. Authority shall pay SJAFCA any and all costs SJAFCA incurs enforcing the indemnity and defense provisions set forth in this Section 9.

10. SJAFCA INDEMNIFICATION OF AUTHORITY. SJAFCA shall defend, indemnify, protect, and hold harmless Authority, its board members, and Authority or Authority, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to SJAFCA's elected officials, officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of SJAFCA, its elected officials, officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, SJAFCA's duty to indemnify and hold harmless pursuant to this Section 10 shall not include any claims or liability arising from the established sole negligence or willful misconduct of Authority, Authority members, or Authority or Authority officers, employees, representatives, or agents. Authority may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 10. If Authority elects to conduct or participate in its own defense or obtain independent legal counsel in defense of any claim subject to this Section 10, SJAFCA shall pay Authority for all costs related thereto, including attorney's fees and costs. SJAFCA shall pay Authority any and all costs Authority incurs enforcing the indemnity and defense provisions set forth in this Section 10.

11. NOTICE. In all cases where Notice is required under this MOU, Notice may be given by electronic mail, messenger, nationally recognized overnight (one-business day) courier, or United States Postal Service first class mail. A Notice shall be effective on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date personally delivered by messenger to the Notice recipient, the first business day after deposit with an overnight courier for next business day delivery, or the third business day after the Notice is deposited with the United States Postal Service, in each case with all applicable postage or delivery costs paid and addressed to SJAFCA or Authority as specified below. SJAFCA or Authority may change its Notice address by Notice delivered in accordance with this Section 11.

If to the SJAFCA: San Joaquin Area Flood Control Agency
22 E. Weber Avenue, Room 301
Stockton, CA 95202

Exhibit A

Telephone: (209) 937-8211
Attention: Board Secretary

If to the Authority: Mossdale Tract Infrastructure Financing District Public
Financing Authority
22 E. Weber Avenue, Room 301
Stockton, CA 95202
Telephone:
Attention: Authority Secretary

12. NO ASSIGNMENT. Neither Party shall have any right to assign all or any portion of this MOU to a third person. Any putative assignment of either Party's rights, obligations, or duties under this MOU shall not create a contractual relationship between the other Party and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section 12 is grounds for immediate termination of this MOU, at the sole and absolute discretion of the Party not making the assignment.

13. MISCELLANEOUS PROVISIONS.

13.1. Governmental Powers. Nothing contained in this MOU shall be construed as a limitation upon the powers of SJAFCA or the Authority.

13.2. Governing Law. The terms and conditions of this MOU shall be construed and interpreted in accordance with the laws of the State.

13.3. Jurisdiction and Venue. The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State court within the County of San Joaquin, State of California, for any dispute, claim, or matter arising out of, or related to, this MOU.

13.4. Integration and Amendment. This MOU, and any exhibits attached to this MOU, fully express all understandings of the Parties concerning the matters covered in this MOU. Any and all prior negotiations and agreements between the Parties regarding the subject matter of this MOU are merged into this MOU. No change, alteration, amendment, or modification of the terms or conditions of this MOU, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid, unless made in the form of a written amendment to this MOU signed by both Parties. The Parties agree to enter into any and all amendments to this MOU that are necessary to comply with any and all new or modified Federal or State laws affecting this MOU.

13.5. No Waiver. No failure of either SJAFCA or Authority to insist upon the strict performance by the other of any term, covenant, or condition of this MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this MOU, and each and every term, covenant, and condition, in this MOU shall continue in full force and effect regarding any existing or subsequent breach.

13.6. Successors in Interest. This MOU, and all rights, obligations, or duties under this MOU, shall be in full force and effect, whether or not any Party to this MOU has been succeeded by another entity, and all rights, obligations, or duties under this MOU shall be vested and binding on any Party's successor in interest, subject to the limitations in this MOU on assignment of this MOU.

13.7. Severability. The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.

13.8. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this MOU and any exhibit attached to this MOU, the main body of this MOU shall control. If a conflict exists between an applicable Federal, State, SJAFCA, or other law, rule, regulation, order, or code and this MOU, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this MOU, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this MOU.

13.9. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this MOU. A word, term or phrase defined in this MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this MOU.

13.10. Counterparts. This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had signed the same MOU.

13.11. Headings. All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.

13.12. Exhibits Incorporated. All exhibits referenced in this MOU are incorporated into this MOU.


13.13. Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this MOU, and all continuing obligations set forth in this MOU, shall survive expiration or earlier termination of this MOU.

13.14. Incorporation of Recitals. The Recitals preceding this MOU are true and correct and are incorporated into and made a part of this MOU.

13.15. Time of Essence. Time is of the essence of each provision of this MOU, unless otherwise specified in this MOU.

IN WITNESS WHEREOF, this MOU is entered into as of the date set forth above by SJAFCA, acting by and through its Board President or designee, and by the Authority, by and through the signature of the Authority's authorized representative(s), all as set forth below.

**SAN JOAQUIN AREA FLOOD CONTROL
AGENCY**

By: 
SCOTT L. SHAPIRO, Legal Counsel

**MOSSDALE TRACT INFRASTRUCTURE
FINANCING DISTRICT PUBLIC FINANCING
AUTHORITY**

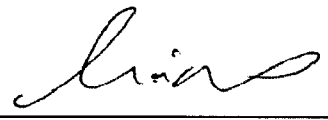
By: 
CHRIS ELIAS, Executive Director

Table E-1
Mossdale Tract: 2023 Financing Plan
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues <i>Table 1: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$925,309	\$925,309	\$0	\$0	\$0	\$0	\$925,309
2024	\$0	\$1,872,403	\$1,872,403	\$0	\$0	\$0	\$0	\$1,872,403
2025	\$2,241,378	\$2,676,559	\$4,917,937	\$0	\$0	\$0	\$2,241,378	\$2,676,559
2026	\$2,292,929	\$3,627,251	\$5,920,180	\$0	\$0	\$0	\$2,292,929	\$3,627,251
2027	\$2,338,788	\$4,528,503	\$6,867,291	\$1,964,000	\$1,964,000	\$0	\$374,788	\$4,528,503
2028	\$2,385,564	\$5,440,346	\$7,825,910	\$1,964,000	\$1,964,000	\$0	\$421,564	\$5,440,346
2029	\$2,433,275	\$6,308,478	\$8,741,752	\$1,962,510	\$1,962,510	\$0	\$470,765	\$6,308,478
2030	\$2,481,940	\$2,972,991	\$5,454,932	\$1,959,950	\$1,959,950	\$0	\$521,990	\$2,972,991
2031	\$2,531,579	\$3,369,691	\$5,901,270	\$1,960,590	\$1,960,590	\$0	\$570,989	\$3,369,691
2032	\$2,582,211	\$3,722,560	\$6,304,771	\$1,959,950	\$1,959,950	\$0	\$622,261	\$3,722,560
2033	\$2,633,855	\$2,996,423	\$5,630,278	\$1,962,300	\$1,962,300	\$0	\$671,555	\$2,996,423
2034	\$2,686,532	\$3,307,484	\$5,994,016	\$1,963,150	\$1,963,150	\$0	\$723,382	\$3,307,484
2035	\$2,740,263	\$3,629,677	\$6,369,940	\$1,962,510	\$1,962,510	\$0	\$777,753	\$3,629,677
2036	\$2,795,068	\$3,934,945	\$6,730,013	\$1,960,380	\$1,960,380	\$0	\$834,688	\$3,934,945
2037	\$2,850,969	\$4,239,345	\$7,090,315	\$1,961,020	\$1,961,020	\$0	\$889,949	\$4,239,345
2038	\$2,907,989	\$4,523,757	\$7,431,746	\$1,964,210	\$1,964,210	\$0	\$943,779	\$4,523,757
2039	\$2,966,149	\$4,785,808	\$7,751,957	\$1,961,230	\$1,961,230	\$0	\$1,004,919	\$4,785,808
2040	\$3,025,471	\$5,054,333	\$8,079,804	\$1,960,800	\$1,960,800	\$0	\$1,064,671	\$5,054,333
2041	\$3,085,981	\$5,359,024	\$8,445,005	\$1,962,720	\$1,962,720	\$0	\$1,123,261	\$5,359,024
2042	\$3,147,701	\$5,658,676	\$8,806,376	\$1,962,510	\$1,962,510	\$0	\$1,185,191	\$5,658,676
2043	\$3,210,655	\$5,970,000	\$9,180,655	\$1,960,160	\$1,960,160	\$0	\$1,250,495	\$5,970,000

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Table E-1
Mossdale Tract: 2023 Financing Plan
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues <i>Table 1: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2044	\$3,274,868	\$2,981,349	\$6,256,216	\$1,959,950	\$1,959,950	\$0	\$1,314,918	\$2,981,349
2045	\$3,340,365	\$3,127,815	\$6,468,180	\$1,961,660	\$1,961,660	\$0	\$1,378,705	\$3,127,815
2046	\$3,407,172	\$3,279,684	\$6,686,856	\$1,960,800	\$1,960,800	\$0	\$1,446,372	\$3,279,684
2047	\$3,475,316	\$3,437,147	\$6,912,462	\$1,961,660	\$1,961,660	\$0	\$1,513,656	\$3,437,147
2048	\$3,544,822	\$3,599,387	\$7,144,209	\$1,964,000	\$1,964,000	\$0	\$1,580,822	\$3,599,387
2049	\$3,615,719	\$3,766,514	\$7,382,233	\$1,963,360	\$1,963,360	\$0	\$1,652,359	\$3,766,514
2050	\$3,688,033	\$3,939,727	\$7,627,760	\$1,964,000	\$1,964,000	\$0	\$1,724,033	\$3,939,727
2051	\$3,761,794	\$4,119,240	\$7,881,034	\$1,961,440	\$1,961,440	\$0	\$1,800,354	\$4,119,240
2052	\$3,837,029	\$4,304,851	\$8,141,881	\$1,964,210	\$1,964,210	\$0	\$1,872,819	\$4,304,851
2053	\$3,913,770	\$4,494,400	\$8,408,170	\$1,963,360	\$1,963,360	\$0	\$1,950,410	\$4,494,400
2054	\$3,992,045	\$4,690,744	\$8,682,789	\$1,963,150	\$1,963,150	\$0	\$2,028,895	\$4,690,744
2055	\$4,071,886	\$4,894,121	\$8,966,008	\$1,963,360	\$1,963,360	\$0	\$2,108,526	\$4,894,121
2056	\$4,153,324	\$5,104,345	\$9,257,669	\$1,963,790	\$1,963,790	\$0	\$2,189,534	\$5,104,345
2057	\$4,236,391	\$5,318,043	\$9,554,433	\$0	\$0	\$0	\$4,236,391	\$5,318,043
2058	\$0	\$5,535,970	\$5,535,970	\$0	\$0	\$0	\$0	\$5,535,970
2059	\$0	\$5,761,485	\$5,761,485	\$0	\$0	\$0	\$0	\$5,761,485
2060	\$0	\$5,994,845	\$5,994,845	\$0	\$0	\$0	\$0	\$5,994,845
Total	\$103,650,829	\$159,253,232	\$262,904,061	\$58,866,730	\$58,866,730	\$0	\$44,784,099	\$159,253,232

[1] Based on actual FY 2024/25 Assessment Levy plus an assumed 2% per year increase for conservative purposes.

[2] Pay go Revenues from the EIFD are collected through 2034. The total amount of PayGo revenues needed to funding the 200-Year Project total \$45,377,677. No debt service is needed to be supported by EIFD revenues.

E-11



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

ATTACHMENT
" C "

September 26, 2024

Mr. Chris Lief, Executive Officer
Central Valley Flood Protection Board
P.O. Box 942836
Sacramento, CA 94236
Via electronic mail: Chris.Lief@cvflood.ca.gov

RE: 2023 Annual Report of Adequate Progress toward Urban Level of Flood Protection for the Mossdale Tract Area (Reclamation District No. 17)

Dear Mr. Lief:

Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in urban or urbanizing area, land use agencies are required to make a finding related to the provision of an Urban Level Flood Protection (ULOP). Further, to ensure that these findings remain valid, the Local Flood Management Agency (LFMA) is required to annually report to the Central Valley Flood Protection Board (the Board) on the adequate progress being made toward ULOP.

As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of LFMA for the Mossdale Tract Area. This is SJAFCA's sixth year fulfilling the annual requirement to report on adequate progress toward ULOP for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Board SJAFCA's Mossdale Tract Program: 2023 Annual Adequate Progress Update for ULOP Final Report dated September 3, 2024.

This report has been made publicly available and can be found on SJAFCA's website at <https://www.sjafca.org/projects/mossdale-tract>

Please do not hesitate to contact me if you have any questions regarding our progress toward achieving ULOP for the Area.

Sincerely,



Chris Elias
Executive Director
San Joaquin Area Flood Control Agency

Enclosure: Mossdale Tract Program: 2023 Annual Adequate Progress Update for ULOP Final Report, September 3, 2024

CC: Brad Taylor, City Engineer, City of Lathrop (via e-mail)
Kevin Jorgensen, City Engineer, City of Manteca (via e-mail)
Mel Lytle, Director of Municipal Utilities Department, City of Stockton (via e-mail)
Fritz Buchman, Director Public Works, San Joaquin County (via e-mail)

CE:lr

2800 West March Lane, Suite 200, Stockton, CA 95219

(209) 299-4200 | www.sjafca.org

ITEM 4.7

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

**ITEM: APPROVE PLANNING FEE WAIVER REQUEST BY
GLOBAL SEVA FOUNDATION (TUP-24-131)**

**RECOMMENDATION: Adopt Resolution Waiving the Temporary Use
Permit Application Processing and Document
Retention Fees for the Global Seva Foundation, in
the Combined Amount of \$392**

SUMMARY:

The Global Seva Foundation held their 2nd annual River Islands (RI) /Lathrop Ganesh Utsav Festival event on Friday, September 6, 2024 through Sunday, September 8, 2024. The event took place outdoors just north of the River Islands Welcome Center along River Island Parkway and east of Somerston Parkway.

Global Seva Foundation submitted a letter requesting the City waive the Temporary Use Permit (TUP) application processing fee of \$382, and the document retention fee of \$10 (\$392) for the event (Attachment 2) because they provided a community benefit by providing a platform to celebrate the Indian Festival for the community.

BACKGROUND:

The Global Seva Foundation is a 501(c)(3) non-profit organization whose members believe that basic health care and education are the foundations on which people can improve their quality of life. As stated on their request letter for the fee waiver, the organization was formed to provide a platform to celebrate the Indian Festival to help bring the community together. Additionally, the organization partners with, and supports, other charitable organizations that share their values for the global community.

The Global Seva Foundation organization submitted a Temporary Use Permit application requesting that they be permitted to hold their 2nd annual RI/Lathrop Ganesh Utsav Festival event within the City of Lathrop with the goal being able to bring the community together and create a space for people to get to know one another.

Last year, the City approved a TUP, permitting a similar event held at the same location. The City Council has approved similar requests from non-profit groups that sponsored events for the community.

**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
GLOBAL SEVA FOUNDATION FEE WAIVER**

PAGE 2

The City's fee waiver policy allows for such waivers if the fee waiver supports a public benefit to the community, and the amount of the fee waiver is de-minimis in nature and is not subsidized by other facility fees. The \$392, includes both application processing and document retention fees.

REASON FOR RECOMMENDATION:

Staff recommends the City Council adopt a resolution to waive the Temporary Use Permit Application and Document Retention Fees, and make findings that the fee waiver supports a public benefit to the community, and that the amount of the fee waiver is de-minimis in nature and is not subsidized by other facility fees.

FISCAL IMPACT:

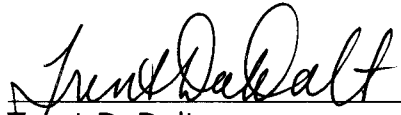
The requested fee waiver is \$392.

ATTACHMENTS:

1. Resolution Approving the Fee Waiver Request
2. Applicant Fee Waiver Request Letter
3. Event description w/site plans for TUP-24-131


**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
GLOBAL SEVA FOUNDATION FEE WAIVER**

APPROVALS:



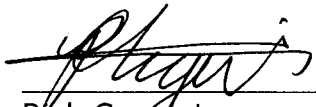
Trent DaDalt
Associate Planner

9/19/2024
Date



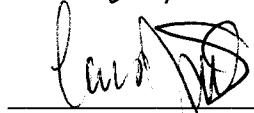
James Michaels
Senior Planner

9/19/2024
Date




Rick Caguiat
Community Development Director

9/19/24
Date



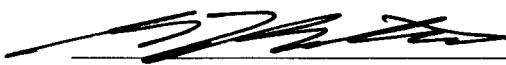
Cari James
Finance Director

9/20/2024
Date



Salvador Navarrete
City Attorney

9.23.2024
Date



Stephen Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP WAIVING THE TEMPORARY USE PERMIT APPLICATION PROCESSING AND DOCUMENT RETENTION FEES FOR THE GLOBAL SEVA FOUNDATION IN THE COMBINED AMOUNT OF \$392

WHEREAS, on October 14, 2024, the City Council of the City of Lathrop considered a request by the Global Seva Foundation to waive the \$382 Temporary Use Permit Fee and the \$10 Document Retention Fee; and

WHEREAS, the event is the River Islands (RI)/Lathrop Ganesh Utsav Festival event which was held from Friday, September 6, 2024 through Sunday, September 8, 2024; and

WHEREAS, the City's adopted fee waiver policy allows for such waivers when the City Council finds that the request provides a public benefit to the community, and that the amount of the request is de minimis in nature and is not subsidized from other facility fees.

NOW, THEREFORE, BE IT RESOLVED, the City Council finds that the request provides a public benefit to the community, and that the amount of the request is de minimis in nature and is not subsidized from other facility fees; and

BE IT FURTHER RESOLVED, that in view of the direct public benefit provided by the Global Seva Foundation RI/Lathrop Ganesh Utsav Festival event within the City of Lathrop, the City Council of the City of Lathrop does hereby waive the Temporary Use Permit Application Fee in the amount of \$382 and Document Retention Fee in the amount of \$10 for a total of \$392.

PASSED AND ADOPTED this 14th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ATTACHMENT " 2 "

A 501(C)(3) Non-Profit Organization
EID # 92-1488634

September 5, 2024

Subject: Request for Fee Waiver for the GSF RI/Lathrop Ganesh Utsav 2023 Event

To Whom it may concern:

Global Seva Foundation (GSF) is a 501(C)(3) Non-Profit organization is formed to provide a platform to celebrate India Festival "RI/Lathrop Ganesh Utsav 2024 Event" to bring the community together. Community members will be able to socialize with each other during the event.

GSF is requesting for a Fee Waiver for the event. Thank you for your consideration and we eagerly wait for your favorable response.

Sincerely,

Chinnappa R Pasam
President, GSF

August 14, 2024

Attn: Trent Dadalt
Asst. Planner
City of Lathrop

RE: RI/Lathrop Ganesh Utsav Additional Information

General Information on Ganesh Utsav aka Ganesh Chaturthi

Ganesh Chaturthi or Vinayaka Chaturthi is the Hindu celebration of the birth of Lord Ganesh. His life represents prosperity, wisdom, and good fortune. The festival is marked with the installation of Ganesh's clay idols publicly on temporary stages. Observances include chanting of Vedic hymns and Hindu texts, such as prayers and vrata. The festival celebrates Ganesh as the God of New Beginnings and the Remover of Obstacles as well as the god of wisdom and intelligence and is observed throughout India. The festival is observed for 3 days.

Ganesh Chaturthi for the year 2024 is celebrated/observed on Friday September 6th.

- Friday, Sept. 06th, 2024 – Start 5 PM – End 9 PM. Expected number of people (Devotees) is 300.
- Saturday, Sept. 07th, 2024 - Start 5PM – End 9 PM. Expected number of people (Devotees) is 300.
- Sunday, Sept 8th, 2024- Start 8AM-End 10AM. The expected number of people (Devotees) is 100.

Pre-Cooked Food will be distributed on Friday and Saturday to the Devotee's attending the event. No sale of Food is allowed, and no stalls are planned for this event.

A temporary tent of 40' X 160' (We might reduce it to 40' X 100'), 20' X 40' for food and two separate stages of 16' x 16' and 20' X 16' will be erected by the contractor. The stage has steps and a ramp for ADA Compliance.

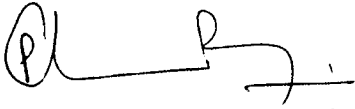
We plan to rent a generator for the event. We will have a microphone and couple of speakers.

We are planning to use the existing Porta-Potties at the Welcome Center for this event. If additional units are required, we can rent them.

We are coordinating with the Police Department and Fire Department. We sent the application to both and will be going in-person to talk to them.

We are available to attend any City meeting to answer any questions.

Thanks

A handwritten signature in black ink, appearing to be 'Chinnappa Reddy Pasam', written over a horizontal line.

Chinnappa Reddy Pasam
GSF Founder Member

GSF River Islands Residents Ganesh Utsav Event Site Map



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ITEM 4.8

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PLANNING FEE WAIVER REQUEST BY HOME CHURCH (TUP-24-138)

RECOMMENDATION: Adopt Resolution Waiving the Temporary Use Permit Application Processing and Document Retention Fees for Home Church, in the Combined Amount of \$392

SUMMARY:

Home Church will be hosting their annual "Love Our City Fall Fest" event on Saturday October 19, 2024 at their Lathrop location (17261 S. Manthey Road). The event will take place outdoors in the church parking lot, which includes rides & inflatables, booths and games.

Home Church has submitted a letter (Attachment 2) requesting the City waive the Temporary Use Permit (TUP) application processing fee of \$382, and the document retention fee of \$10 (\$392) because they are providing a public benefit by hosting an event that is free for the community to attend.

BACKGROUND:

Home Church submitted a Temporary Use Permit application for their annual 2024 Fall Harvest event. The event included amenities for guests, included rides and inflatables as well as carnival booths, games, and pre-packaged candy for kids of all ages. The event hours were from 4:00 P.M. to 6:00 P.M. This is a free event that provides activities for the community to participate in and enjoy.

Last year, the City approved a TUP, permitting a similar event held at the same location. The City has consistently approved various community events for Home Church (formerly Thrive Church) since 2016. The City Council has approved similar requests from non-profit groups that sponsored events for the community. The \$392, includes both application processing and document retention fees.

REASON FOR RECOMMENDATION:

Staff recommends the City Council adopt a resolution to waive the Temporary Use Permit Application and Document Retention Fees, and make findings that the fee waiver supports a public benefit to the community, and that the amount of the fee waiver is de-minimis in nature, and is not subsidized by other facility fees.

**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
HOME CHURCH FEE WAIVER**

PAGE 2

FISCAL IMPACT:

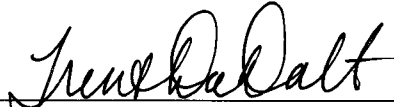
The requested fee waiver is \$392.

ATTACHMENTS:

1. Resolution Approving the Fee Waiver Request
2. Applicant Fee Waiver Request Letter
3. Event description w/site plans for TUP-24-138


**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
HOME CHURCH FEE WAIVER**

APPROVALS:



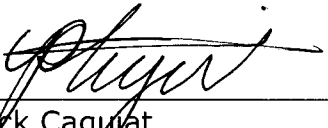
Trent DaDalt
Associate Planner

9/19/2024
Date



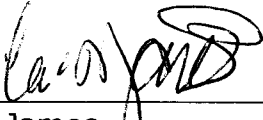
James Michaels
Senior Planner

9/19/2024
Date



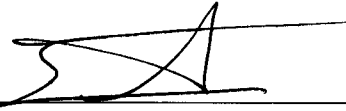
Rick Cagulat
Community Development Director

9/19/24
Date



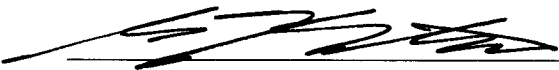
Cari James
Finance Director

9/20/24
Date



Salvador Navarrete
City Attorney

9.23.2024
Date



Stephen Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO WAIVE THE TEMPORARY USE PERMIT APPLICATION PROCESSING AND DOCUMENT RETENTION FEES FOR THE HOME CHURCH 2024 FALL HARVEST FESTIVAL EVENT IN THE COMBINED AMOUNT OF \$392

WHEREAS, on October 14, 2024, the City Council of the City of Lathrop considered a request by Home Church to waive the \$382 Temporary Use Permit Fee and the \$10 Document Retention Fee for one (1) event that will be held on October 19, 2024 at the Home Church location in Lathrop; and

WHEREAS, the Home Church has planned and organized community events annually and has provided the citizens of Lathrop and neighboring areas a place to celebrate the fall season.

NOW, THEREFORE, BE IT RESOLVED, that the City Council finds that this request provides a public benefit to the community, and that the amount of the request is de minimis in nature and not subsidized from other facility fees; and

BE IT FURTHER RESOLVED, that in view of the direct public benefit provided by the Home Church Fall Harvest Festival event within the City of Lathrop, the City Council of the City of Lathrop does hereby waive the Temporary Use Permit Application Fee in the amount of \$382 and Document Retention Fee in the amount of \$10 for a total of \$392.

PASSED AND ADOPTED this 14th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

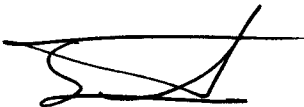
ABSTAIN:

SONNY DHALIWAL, MAYOR

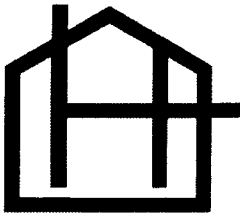
ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ATTACHMENT " 2 "

August 19, 2024

City of Lathrop – Community Development Department
Planning Division
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Waiver Request

To Whom it may concern,

This letter is to request a fee waiver for the Love Our City: Fall Fest at Home Church in Lathrop on October 19th, 2024 from 4:00pm – 6:00pm.

Home Church would like to formally ask that the inspection fee be waived for the following reasons:

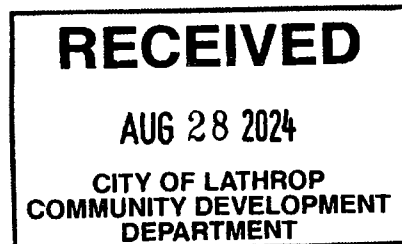
- We are a non-profit organization providing an event open to the people of Lathrop.
- This event will be free of charge for all who attend.
- This event will be a safe gathering for families looking to celebrate the Fall season with fun and games.

Thank you for your consideration and we eagerly wait for your response.

Sincerely,

Teresa M. Coronado

Home Church Executive Administrator



209.888.4626 * 17261 S. Manthey Road, Lathrop, CA 95330 * www.homechurchlathrop.com



August 19, 2024

MEMO

TO: City of Lathrop Public Works
FROM: Home Church in Lathrop
DATE: August 19th, 2024

OBJECTIVE:

To procure TUP for Love Our City Fall Fest, October 19, 2024

EVENT PROFILE:

On October 19th, 2024, Home Church will be hosting a Harvest Festival free of charge for the community of Lathrop. Families looking for a safe environment to celebrate the Fall season will find multiple booths provided with games and pre-packaged candy for children of all ages. Booths and games will be inaccessible to any vehicle traffic to ensure the safety of all those attending and participating. Home Church anticipates up to 1600 attendants throughout the evening from 4:00p.m. – 6:00p.m. with the safety team and staff to ensure the fun and safety of this event.

PROGRAM INFORMATION:

Saturday, October 19th, 2024 4:00p.m. – 6:00p.m.
Home church
17261 S. Manthey Rd.
Lathrop, CA 95330

EVENT PLANNER:

Teresa Coronado / Administrator
Home Church
501c3 Non-Profit, Tax ID #050281956
E: Teresa@homechurchlathrop.com
M: 209-888-4626

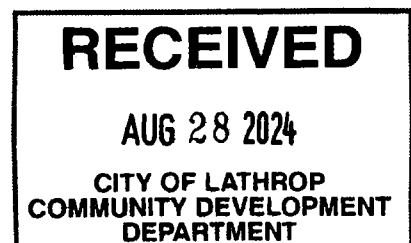
TRAFFIC PLAN:

Booths and games will be sectioned off by cones with security to enforce the boundaries to see that no vehicles pass through during this event. All common area parking spaces (with approval of neighbors) will be open to the public along with 14 handicapped spaces sectioned with signs. Staff and safety team will be present to control the flow of traffic.

Thank you for your time, dedication, and support in helping Home Church ensure a safe and compliant event this 2024. We anticipate your response.

Sincerely,

[Handwritten signature of Teresa M. Coronado]
Teresa M. Coronado / Home Church Executive Administrator



209.888.4626 * 17261 S. Manthey Road, Lathrop, CA 95330 * www.homechurchlathrop.com

FALL FEST



RECEIVED
AUG 28 2024
CITY OF LATHROP
COMMUNITY DEVELOPMENT
DEPARTMENT

**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PARTICIPATION IN THE SAN JOAQUIN REGIONAL HOUSING FUND

RECOMMENDATION: Adopt a Resolution Approving Participation in the San Joaquin Regional Housing Fund Administered by the San Joaquin Council of Governments Board of Directors

SUMMARY:

The San Joaquin Council of Governments (SJCOG) is requesting each member agency adopt a resolution committing to participate in the governance and operation of the San Joaquin Regional Housing Fund (RHF). The RHF will be administered by SJCOG Board of Directors with the intent to improve housing production in the county and to leverage state and federal funding opportunities.

BACKGROUND:

On October 26, 2003, SJCOG Board of Directors approved the creation of a 501 (c)(3) non-profit corporation to implement a regional housing trust fund and to develop and submit required documents to the appropriate state and federal agencies. Now known as the San Joaquin Regional Housing Fund, the creation of this regional entity is intended as a tool to accelerate housing production, boost current local housing activities, and leverage various state and federal funding opportunities. SJCOG Board of Directors will serve as the Board of the RHF.

SJCOG is requesting each member agency adopt a resolution committing to participate in the governance and operation of the RHF. Having an RHF with all member agencies participating would increase the ability to leverage resources for a project locally. Member agencies must express their commitment to participate in the RHF to meet the California Department of Housing and Community Development's (HCD) definition of a regional housing trust fund to be eligible to apply for matching funds when a notice of funding is released.

Although participation in the fund at this time does not require an initial funding commitment, SJCOG will continue its efforts to meet with member agencies, philanthropic organizations, and stakeholders to confirm details of their participation and potential funding to be dedicated to the trust fund. It's important to note that housing funds are usually not the primary funding source for affordable housing. Instead, these funds are often used as "gap financing" to fill the void between housing costs and available financing.

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
SAN JOAQUIN REGIONAL HOUSING FUND**

PAGE 2

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, and if determined to be appropriate, adopt a resolution to participate in the San Joaquin Regional Housing Fund administered by the San Joaquin Council of Governments Board of Directors.

FISCAL IMPACT:

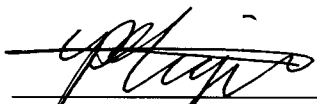
At this time, there is no fiscal impact with the City of Lathrop's involvement in the Regional Housing Fund.

ATTACHMENTS:

1. City Council Resolution Participating in the San Joaquin County Regional Housing Fund.

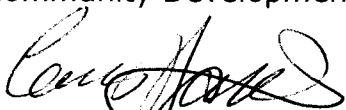
**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
SAN JOAQUIN REGIONAL HOUSING FUND**

APPROVALS:



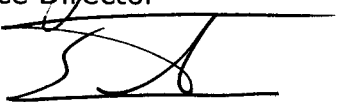
Rick Caguia
Community Development Director

9/17/24
Date



Cari James
Finance Director

9/18/2024
Date



Salvador Navarrete
City Attorney

9-18-2024
Date



Stephen J. Salvatore
City Manager

9.19.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PARTICIPATION IN THE SAN JOAQUIN REGIONAL HOUSING FUND ADMINISTERED BY SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

WHEREAS, on October 26, 2023, the San Joaquin Council of Governments ("SJCOG") authorized SJCOG staff to form a non-profit public benefit corporation as an eligible regional housing trust fund applicant for available funding and matching grants to expand sources of funding for housing as described in the Guidelines adopted by the California Department of Housing and Community Development in accordance with California Health and Safety Code sections 50842.1 et seq.; and

WHEREAS, the San Joaquin Regional Housing Fund (the "Fund") was formed and established in March 2024; and

WHEREAS, the Fund's board of directors will be the SJCOG Board of Directors, and will carry out the responsibility for the Fund's governance and administration of the funds allocated and establishing necessary procedures to fulfill the Fund's purpose; and

WHEREAS, the specific purpose of the Fund shall be to provide planning, financing, and other services to increase housing opportunities for extremely low-, very low-, low- and moderate-income households (including individuals experiencing homelessness) to obtain decent, safe, and sanitary affordable rental and ownership housing throughout San Joaquin County, California; and

WHEREAS, the Fund intends to fulfill its purpose through collaboration with local municipal, county and other jurisdictions, as well as the private and philanthropic sectors (collectively referred to as "Collaborators"); and

WHEREAS, Collaborators and the Fund will assist in the provision of such planning, services and financing, leveraging and participating in local, state, federal, and private financing programs that assist extremely low-, very low-, low- and moderate-income households (including individuals experiencing homelessness) in obtaining such affordable housing; and

WHEREAS, the Fund intends to also engage in other charitable and educational activities associated with this goal as allowed by law; and

WHEREAS, SJCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives.

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

Section 1. Agrees that any City of Lathrop participation in any application made by the San Joaquin Regional Housing Fund for available funds will be in a manner consistent with the relevant funding source requirements, public or private, the most current Guidelines adopted by the California Department of Housing and Community Development, when applicable, and San Joaquin Regional Housing Fund requirements; and

Section 2. Commits to providing City of Lathrop documentation for completed projects that were funded in cooperation with the San Joaquin Housing Fund and other deliverables in a manner consistent with the California Department of Housing and Community Development, or other applicable fund source, and San Joaquin Regional Housing Fund requirements; and

Section 3. Agrees that prior to participating in any funding or project in coordination with the San Joaquin Regional Housing Fund the City of Lathrop's legislative body shall consider for approval a cooperative agreement between the San Joaquin Regional Housing Fund and the City of Lathrop.

The foregoing resolution was passed and adopted this 14th day of October, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

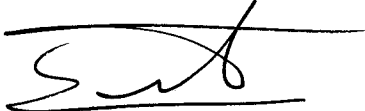
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PURCHASE OF PROJECT MANAGEMENT SOFTWARE AND SUPPORT SERVICES FROM EC AMERICA AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Approve the Purchase of Project Management Software and Support Services from EC America and Approve Budget Amendment

SUMMARY:

As the City continues to develop at a rapid pace, the management of project construction data becomes more important to maintain efficient construction as well as maintain accessible documentation in cloud storage. To provide the needed management and storage of construction data for Development and Capital Improvement Projects (CIPs), staff desires to purchase Procore project management software subscription (Procore) and technical support services from EC America, Inc. (EC America).

Staff requested and received a California Multiple Award Schedule (CMAS) quote for the purchase of a 12 month Procore software subscription and technical support hours from EC America for a cost of \$92,915.70, as shown in Attachment "B".

Staff requests City Council approve the purchase of a 12 month Procore software subscription and technical support services from EC America for a total cost of \$92,915.70. Staff also requests that City Council approve a budget amendment in the amount of \$92,916 as detailed in the Fiscal Impact Section of this report.

BACKGROUND:

Procore is utilized by many agencies and construction and engineering firms to manage and store construction documents and data for projects of all sizes and complexity. Examples of documents and processes this software manages include Requests for Information (RFIs), photos, product submittals and drawings. Financial management tools for documents such as Contract Change Orders (CCOs) and budget analyses are also included. City staff currently utilize Procore for River Islands projects and the Police Property & Evidence Building, CIP GG 21-13, and are therefore familiar with the Project.

This software will help City staff manage construction oversight processes and a large volume of documents for the Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38, which started in early September 2024, as well as various other projects throughout the City, including the Public Works Administration Building, Animal Center and Community Center.

The proposed purchase includes a 12 month subscription to Project, Financial and Invoice Management tools and 115 hours of technical support services and training

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF PROJECT MANAGEMENT SOFTWARE AND SUPPORT SERVICES FROM EC AMERICA AND APPROVE BUDGET AMENDMENT

from the vendor’s support staff. The cost of future subscriptions is not included in this request, and would be funded through biennial budget appropriations.

Staff requested and received a quote from EC America for a Procore software subscription and technical support services, as shown in Attachment “B”. Since this quote is provided from a CMAS vendor at CMAS pricing, no additional quotes are needed pursuant to Lathrop Municipal Code 2.36.110D.

REASON FOR RECOMMENDATION:

The purchase of a Procore software license will provide staff the tools to efficiently manage the construction processes and documents for current and upcoming CIPs. The technical support services will provide staff with training, software updates and consultation for customization of services.

FISCAL IMPACT:

The purchase of the EC America product listed in Attachment “B” has a cost of \$92,915.70. Staff requests City Council also approve a budget amendment in the amount of \$92,916 as detailed below:

Increase Expenditures		
2020-50-03-420-58-00	(Support)	\$26,895.21
2020-50-03-435-10-00	(Subscription)	\$66,020.49

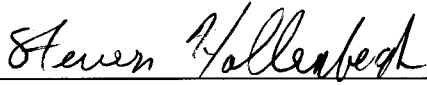
The cost of future subscriptions is not included in this request and would be funded through biennial budget appropriations.

ATTACHMENTS:

- A. Resolution Approving the Purchase of EC America, Inc. Product and Approving Budget Amendment
- B. Quote – EC America, Inc.

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF PROJECT MANAGEMENT SOFTWARE AND SUPPORT SERVICES FROM EC AMERICA AND APPROVE BUDGET AMENDMENT

APPROVALS:



Steven Hollenbeak
Assistant Engineer

10.3.24


Date



Ken Reed
Senior Construction Manager

10-8-2024


Date



Brad Taylor
City Engineer

10/7/2024

Date



Tony Fernandes
Information Systems Director

10-7-2024

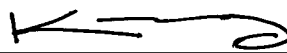
Date



Cari James
Finance Director

10/7/2024

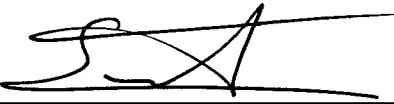
Date



Michael King
Assistant City Manager

10.7.2024

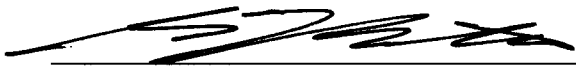
Date



Salvador Navarrete
City Attorney

10-7.2024

Date



Stephen J. Salvatore
City Manager

10.8.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE PURCHASE OF PROJECT MANAGEMENT SOFTWARE AND SUPPORT SERVICES AND APPROVE BUDGET AMENDMENT

WHEREAS, the City desires to purchase a Procore software subscription (Procore) and technical support services from EC America, Inc. (EC America) for the tracking and management of construction data for Capital Improvement Projects (CIPs); and

WHEREAS, Procore would be immediately utilized to document construction of Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38, and also used for many future CIPs; and

WHEREAS, pursuant to Lathrop Municipal Code 2.36.110D, staff requested and received a quote through California Multiple Award Schedule (CMAS) for Procore from EC America, which is attached to the City Manager’s Report that accompanied this resolution; and

WHEREAS, the quote includes a 12 month subscription to Project, Financial and Invoice Management tools and 115 hours of technical support services and training from the vendor’s support staff; and

WHEREAS, up to 115 hours of technical support services across five categories are also included in the proposed quote; and

WHEREAS, staff requests City Council approve the purchase of Procore from EC America for a total cost of \$92,915.70; and

WHEREAS, staff requests that City Council also approve a budget amendment in the amount of \$92,916 as detailed below.

Increase Expenditures		
2020-50-03-420-58-00	(Support)	\$26,895.21
2020-50-03-435-10-00	(Subscription)	\$66,020.49

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the purchase of Procore and technical support services from EC America, Inc. for an amount of \$92,915.70 as shown in Attachment “B” of the City Manager’s Report that accompanied this resolution; and

BE IT FURTHER RESOLVED, that City Council of the City of Lathrop does hereby approve a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT B

EC America, Inc.

a subsidiary of  ImmixGroup

Sales Quotation

Ken Reed
 City of Lathrop
 , PH: (209) 712-3136
 kreed@ci.lathrop.ca.us

Contract No.: 3-18-70-1448C
CAGE Code: 1QTH6
DUNS No.: 01-757-3259
TAX ID#: 52-2085893
Terms: Prepaid
FOB: Destination

Quote Number: QUO-1485458-T2W2B4
Quote Date: 9/24/2024
Expiration Date: 10/24/2024

Order Address:
 EC America
 8444 Westpark Drive, Suite 200
 McLean, VA 22102
 PH: 703-752-0610 FX: 703-752-0611

EC America Contact: Strane, Logan
 +1 770-615-2468 Logan.Strane@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #:

Manufacturer Contact: Corah, Tyler
 916-770-5856 tyler.corah@procore.com

Start Date: 10/17/24
 Term: 12 months
 Project Cap: 20
 ACV: 40M

SOW included below

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	PRO-1410-06	3-18-70-1448C	SUB	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for ACV from \$25M -** TRUSTED PRODUCT **	1	\$37,776.6583	\$37,776.66
2	PRO-1430-06	3-18-70-1448C	SUB	Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for ACV from \$25M - \$50M.** TRUSTED PRODUCT **	1	\$18,266.0621	\$18,266.06
3	PRO-1600-06	3-18-70-1448C	SUB	Invoice Management** TRUSTED PRODUCT **	1	\$9,977.7666	\$9,977.77
4	PRO-2800	3-18-70-1448C	SVC	Custom Statements of Work** TRUSTED PRODUCT **	115	\$233.8714	\$26,895.21

SUBSCRIPTION	\$66,020.49
SERVICES	\$26,895.21
Grand Total	\$92,915.70

List of Services Included: Unlimited customer support, unlimited user licensing, unlimited storage in the cloud, implementation manager

Construction Volume: Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

Subject to the Terms and Conditions of Contract Number 3-18-70-1448C.

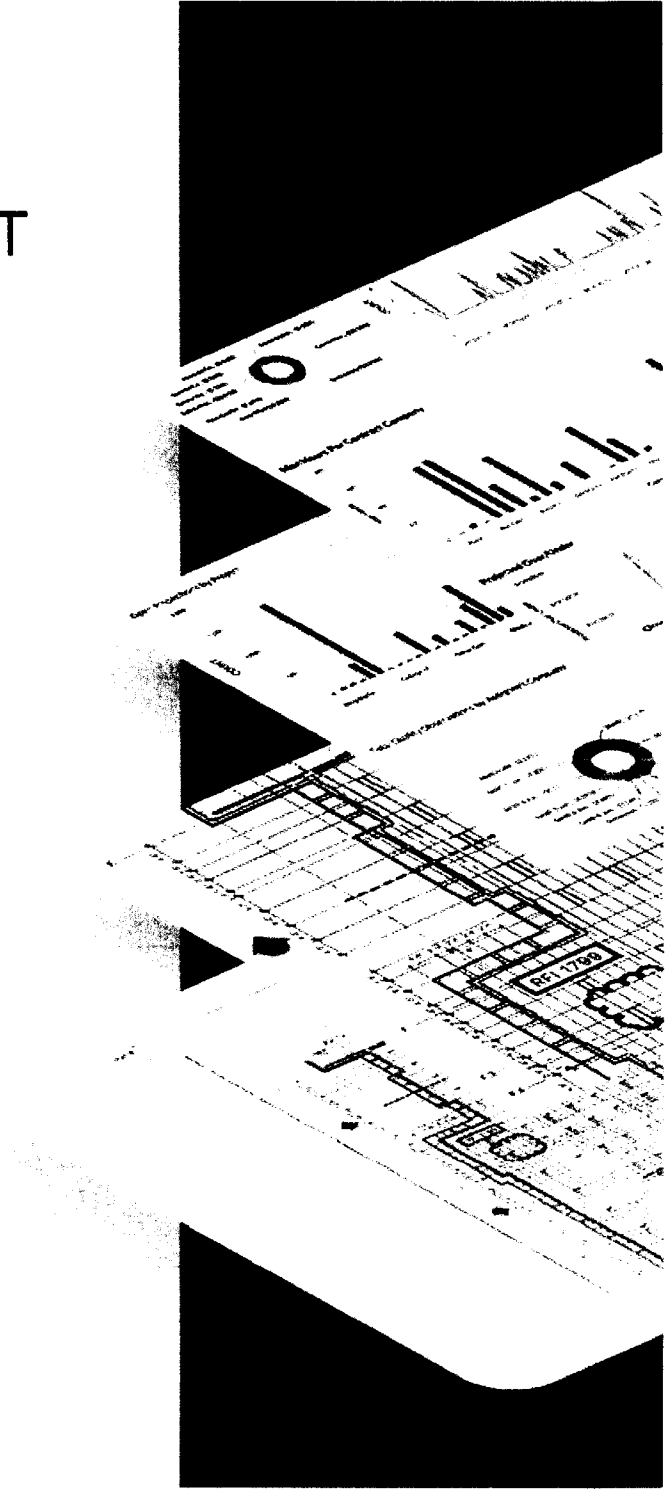
Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Our Quote Number, Part Numbers, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

PROCORE

STATEMENT
OF WORK



OVERVIEW

Date: Jul 22, 2024

Procore Technologies, Inc., (Procore) a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue Carpinteria, CA 93013, is pleased to present this Statement of Work ("SOW") for Procore Customer:

City of Lathrop (Customer) having its address at 390 Town Center Parkway Lathrop, CA 95330.

Customer has chosen to implement Procore's Project Management Pro, Project Financials, and Invoice Management products. To streamline the implementation and rollout of Procore for Customer projects in North America, Customer and Procore agree to the following scope of services by Procore:

This SOW includes access to Project Management Services, Virtual Consulting Services, Virtual Training Services, and Custom Solutions Services.

These services benefit the Customer in the following ways:

- Project Management Services ensure a consistent point of contact throughout the implementation to manage the successful execution of service project scope.
- Virtual Consulting Services provide guidance and best practices, for product as well as business processes, in order to successfully execute project scope.
- Virtual Training Services to drive successful adoption of customer Stand Operating Procedures (SOPs).
- Custom Solution Services allow for PDF and workflow standardization across the organization.

This SOW also includes access to Remote Administration Services (RAS) provided to the Customer. These Administration Services will assist with various account setup tasks and ongoing Procore administration.

These services benefit the Customer in the following ways:

- Help with accurate tracking of open project items, risks, and subsequent resolutions
- Assist with company and project set up to help expedite implementation and time to fast value
- Help provide flexibility by freeing resource hours and redirecting towards other business priorities
- Provide an option to customers that choose to outsource administrative tasks

SCOPE OF WORK

PROJECT MANAGEMENT SERVICES

Procore will provide one (1) Project Manager (PM) to provide up to fifty (50) hours of Project Management efforts. The Customer will identify lead Procore administrators within the Customer organization who will have direct access to the designated PM.

Project Management Services may include:

- Coordination, planning, and managing the execution of all services contained within this statement of work
- Monitoring SOW services usage and managing changes to scope related to available hours and jointly (customer/Procore) defined schedule milestones
- Providing recurring project status updates, monitoring the health of the project, identifying and communicating project risk, and managing implementation success criteria
- Developing an implementation plan based on customer objectives
- Providing strategy and consultation expertise on rollout and training best practices, when in scope

Once the Implementation phase is complete, the Customer will transition to one (1) Customer Success Manager (CSM) who will be the main point of contact for Customer post-implementation.

CONSULTING SERVICES

Procore will provide up to forty (40) additional hours of Virtual Consulting Services to be used for assistance with rolling out Procore. For purposes of clarity, Consulting Services are separate from Project Management. Consulting Services are typically led by Strategic Product Consultants. Procore Consulting Services may be leveraged for any of the following:

- Scheduled virtual consulting sessions, which may include:
 - Procore led discovery intended to surface a customer's business outcomes, processes and strategy
 - Advisement on recommended processes per the customer's processes, goals and products
 - Consultative guidance on best practices, configuration settings, permissions based on desired business process and outcomes
 - General Q&A with Customer's Procore Committee or individual project teams.
 - Review and guidance on customer drafted SOPs in a Procore provided template.
- In addition the Consulting Services may provide the following services:
 - Coordination, planning, and research in support of process or project requirements.

VIRTUAL TRAINING SERVICES

Procore will provide Customer up to ten (10) hours of virtual training led by a Strategic Product Consultant. As part of the Virtual Training allotment of hours, up to two (2) hours may be used for planning and follow up. Virtual Training will be delivered in increments of 2 or more hours at a time.

Training Services may include:

- Scheduled virtual training sessions may include:

- Customized agendas based on Customer's desired training format, audience, process and tool priorities.
- Virtual train-the-trainer sessions on customer's Procore configuration, business process, and standard operating procedure.
- General Q&A with Customer's internal team.
- In addition Training Services may provide:
 - Coordination, planning, and setup in support of process or project requirements.

Training Services do not include:

- Training on business processes not included in consultation services.
- Data entry or other user-facing general setup functions.
- Staff augmentation.
- Configuration or changes to custom forms, tools, or workflows.

CUSTOM SOLUTIONS

Procore will provide up to five (5) hours for custom form and workflow development. These services will be provided by the Custom Solutions team and include customizing PDF item outputs for select Procore tool(s). Additional hours may be purchased as needed.

Any and all intellectual property and/or technology ("IP") that is created in connection with this SOW by Procore shall be deemed "Services" as defined in the Agreement and owned solely by Procore. Procore hereby grants Customer the non-exclusive right to use any custom forms, tools and workflows solely for its internal business purposes during the term of the Agreement.

REMOTE ADMINISTRATION SERVICES

Procore will provide up to ten (10) hours of Remote Administration Services ("Administration Services") to assist with configuring and administering Procore for the Customer organization, as well as populating data within Procore projects and tools. Customer may use Administration Services hours purchased to address any of the tasks listed below. Additional hours may be purchased as needed for the following tasks:

- Company Level Setup/Configuration Services
- Project Level Setup/Configuration Services
- Project Level Data Population Services

Remote Administration Services do not include:

- Training or consultation
- Development of standard operating procedures
- Procore Analytics implementation/configuration
- Budget forecasting
- Data exports/extractions
- Modification to, interaction with, and/or extraction from systems other than Procore
- Data Migration
- Custom Solutions generated Custom Workflows
- Training and Certification Center management
- Data entry or import, except for, and limited to the data imports specifically identified above.
- Any other Services not explicitly identified in this SOW

CUSTOMER ADMINISTRATION SERVICES REQUIREMENTS

In order to successfully complete Customer's Administration Services work requests, Customer will:

- Provide access for the approved Procore administrators to engage Customer's Procore account as a "Company Admin" role.
- Make appropriate personnel available to assist Procore in the timely performance of its responsibilities.
- Provide written instructions to Procore personnel for any Procore Administration Services to be conducted.
- Obtain and provide applicable information, data, consents, or decisions within the Customer's organization in a timely manner as required by Procore to perform the Administration Services.
- Make the accurate data, materials, and resources available in a timely manner for the execution of the Administration Services.
- Limit the access to Customer systems, Customer information contained in such systems, and Customer's service providers to only that which is necessary for performance of the Administration Services, provided that in no event will Procore will incur any liability with respect to its access to such systems, providers, or data.
- Be responsible for providing timely responses to any needed clarifications on the scope of work to be delivered.
- Review and approve all configuration changes and data entered by Procore personnel in Customer's account; in no event will Procore be responsible for approved configuration changes and data entered at the direction of Customer.

Should these responsibilities be unable to be met by Customer, Procore reserves the right to amend the Project schedule or terminate the associated SOW without refund of any fees to Customer.

In order to best support customers, Remote Administration Services are delivered by Procore using resources located throughout the world. Customer acknowledges and agrees that Procore may transfer and process Customer Data to and in the United States and anywhere else in the world where Procore, its affiliates, or its subprocessors maintain data processing operations.

SUMMARY OF SERVICES

ONE-TIME SERVICES

Service	Description	Hours	Part
Project Management Services	Ongoing access to Project Manager. Includes Project Management efforts and Project Administration.	50	PRO-2800
Consulting Services	Virtual Consulting focused on Procore best practices.	40	PRO-2800
Training Services	Virtual end-user Training. Includes up to 2 hours of planning, and follow up. Training will be delivered in increments of 2-hours or more.	10	PRO-2800
Remote Administration Services	Inclusions and exclusions for Remote Admin Services are outlined above.	10	PRO-2800
Custom Solutions	Generation of custom forms within specific Procore tool(s)	5	PRO-2800
Total		115	

The above breakdown of cost allocation represents our best estimate of resource effort per service type. This breakdown may be revised by Customer and Procore's mutual agreement should service needs change during the course of the implementation. For calls or meetings that require more than one (1) Procore resource, hours will draw against the relevant bank of hours per resource.

Services shall remain valid for twelve (12) months from the Service Start Date. However, Customer's expected project timeline is six (6) months from the project kickoff call and/or mutually agreed upon project start date (the "Project Start Date"). The Project Start Date shall be no more than thirty (30) days from the Service Start Date.

ADD-ON SERVICES

Services in addition to those included in this Statement of Work are available upon request for a fee and are not included in this scope.

GENERAL CUSTOMER REQUIREMENTS AND DEPENDENCIES, APPLICABLE TO ALL SERVICES

Customer Resources

Customer will identify a Procore Committee who will be responsible for the success of Procore within the Customer's organization. The Procore Committee will consist of:

1. An Executive Sponsor who serves as the directly accountable individual for the success of Procore. Responsibilities of the Executive Sponsor include but are not limited to:
 - a. Reviewing Implementation Progress Reports Generated by the Procore Project Manager.
 - b. Attending Business Reviews conducted by the Procore Customer Success Manager.
 - c. Acting as final Decision Maker should the Procore Committee be unable to reach general consensus
 - d. Acting as escalation contact for risk
2. Procore Admin(s) who serves as the key stakeholder(s) for the rollout of Procore at Customer's organization. Responsibilities of the Procore Admin(s) included but are not limited to:
 - a. Actively participating in the implementation process by attending consultations and solidifying standard operating procedures
 - b. Act as the main point of contact for training questions from Customer employees and escalate issues to Procore Project Manager, if needed
 - c. Completing assigned tasks via the Project Plan
 - d. Complete Procore Certifications
3. Procore Advisors who provide input and feedback on Customer-specific processes.

Customer Partnership

The Customer is an active participant in the implementation from the beginning of the process in order to facilitate the delivery of the Services in this scope of work. Customer personnel must be available as needed to complete the project Alignment meeting, discuss requirements, attend consultations and training, develop interfaces, perform system testing, and send communication to third parties and internal staff. Customer's Procore Admins will have overall responsibility finalizing design decisions within the Customer organization. If Customer resources are not available as needed, or there are organizational changes, it will negatively impact the delivery of services included in this Statement of Work. The Customer resource time commitment will vary based on the complexity of the requirements and desired timeline.

The Customer will be responsible for the following, if applicable to Services purchased:

- **System Configuration:** The customer will be responsible for configuring Procore based upon consultation call outcomes unless otherwise specified in this Statement of Work via Remote Administration Services
- **Standard Operating Procedures:** The Customer will be responsible for writing Standard Operating Procedures (SOPs) to support the internal users and their interactions with Procore application unless otherwise specified in this Statement of Work.
- **Data Import:** The Customer will be responsible for loading all data into the Procore system via the Procore user interface or Procore imports tool unless otherwise specified in this Statement of work via Remote Administration Services.
- **Standard Reports:** The Customer will be responsible for identifying the standard reports that are applicable to their business needs and run these reports during the testing phase of the project.
- **API Integrations:** The customer is responsible for building any API integrations into Procore. Middleware programs and API calls will be managed and written by the customer unless otherwise specified in this SOW.

LEGAL TERMS AND CONDITIONS

This SOW is also governed by the Procore Subscription and Services Agreement ("Agreement"), as well as the Procore Data Protection Addendum ("DPA"), as executed by Customer. Customer acknowledges and agrees that Procore may transfer and process data to and in the United States and anywhere else in the world where Procore, its Affiliates, or its Subprocessors maintain data processing operations. Subject to the terms of the DPA, Procore may appoint additional Subprocessors as described in this SOW beyond those Subprocessors designated in the DPA if required to provide the services described herein.

ITEM 4.11

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Approve Task Order No. 12 with Crane Transportation Group for the Preparation of the 2024 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment

SUMMARY:

Development agreements and Environmental Impact Reports for development projects require that each developer participate and fund the Traffic Monitoring Program (TMP). The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic flow at an acceptable level. On June 11, 2018, City Council approved a Master Professional Services Consulting Agreement with Crane Transportation Group (CTG) for traffic analysis.

Staff recommends City Council approve Task Order No. 12 in the amount of \$190,965 with CTG, to provide the 2024 Traffic Monitoring Program and evaluate citywide 2024, 2026, and 2028 projected traffic conditions. The services provided by CTG will be fully funded by developers. Staff requests City Council also approve a budget amendment to fund (2020) Land Development Engineering.

BACKGROUND:

Development agreements and Environmental Impact Reports for development projects require that each developer participate and fund the TMP. The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic flow at an acceptable level.

The TMP establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway system from falling below the acceptable standards of operation. Developers are required to fund the TMP on a continuing basis until all required traffic improvements have been completed or the development is complete.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

The last TMP was prepared in 2022, and due to the significant increase in development, the TMP needs to be updated. Below is an overview of the proposed services by CTG for the preparation of the 2024 Traffic Monitoring Program and Analysis:

- Citywide Traffic Count Operations – This includes traffic counts and turning movements at the City’s major intersections. It also includes counts on major roadway segments including freeway interchanges. These are required to establish a baseline for all automotive and truck activities. The traffic counts support the preparation of the TMP as well as the General Plan Circulation Element update and supporting General Plan Environmental Impact Report.
- Year 2024 Citywide Traffic Monitoring Program Study – The TMP analyzes and documents traffic impacts under existing conditions and projects future traffic conditions while taking into consideration proposed/planned land use developments and planned circulation system improvements. With this information, CTG will identify significant impacts and mitigations to prevent any traffic congestion above the acceptable levels.

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1,2	07/11/18	Traffic Count and Traffic Monitoring Program
3	08/01/18	Phelan Gateway Site Circulation
4	09/11/19	CFT NV Development Site Circulation
5	07/09/20	River Islands Phase 2 Traffic Analysis
6	07/08/20	Environmental Impact Report (EIR) Traffic Analysis Review
7	10/11/20	2022 Traffic Monitoring Program and Analysis
8	4/26/22	River Islands Town Center Traffic Analysis
9	4/26/22	Speed Surveys in River Islands Development
10	8/8/22	Additional 2022 Traffic Monitoring Program
11	7/14/23	Chik-Fil-A Traffic Analysis

REASON FOR RECOMMENDATION:

Professional services are needed to complete a full 2024 TMP study. The last study was completed in 2022, however, due the increase in development of residential, commercial, and industrial projects, an update is required to determine whether any current or future improvements will be required to keep the level of traffic flow at a satisfactory level.

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

FISCAL IMPACT:

The cost of Crane Transportation Group Task Order No. 12 is not to exceed \$190,965 and will be fully funded by developers.

Staff request City Council approve a budget amendment as follows:

Increase Revenue
2020-50-04-341-02-05 \$190,965

Increase Appropriations
2020-50-04-420-01-00 \$190,965

ATTACHMENTS:

- A. Resolution Approving Task Order No. 12 with Crane Transportation Group for the Preparation of the 2024 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment

- B. Task Order No. 12 Pursuant to Master Consulting Agreement dated June 11, 2018 with Crane Transportation Group for the Preparation of the 2024 Traffic Monitoring Program and Analysis

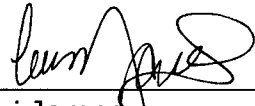
CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP
FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND
ANALYSIS AND RELATED BUDGET AMENDMENT

APPROVALS:



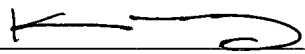
Brad Taylor
City Engineer

9/26/2024
Date




Cari James
Finance Director

10/3/2024
Date



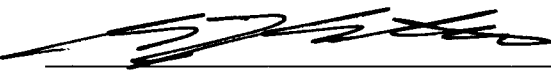
Michael King
Assistant City Manager

9.26.2024
Date



Salvador Navarrete
City Attorney

9-27-2024
Date



Stephen Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE TASK ORDER NO. 12 WITH CRANE TRANSPORTATION GROUP FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND ANALYSIS, PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11, 2018 AND RELATED BUDGET AMENDMENT

WHEREAS, Development Agreements and Environmental Impact Reports for development projects require that each developer participate and fund the Traffic Monitoring Program (TMP). The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level; and

WHEREAS, the TMP establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway system from falling below the acceptable standards of operation; and

WHEREAS, developers are required to fund the TMP on a continuing basis until all required traffic improvements have been completed. Professional services are needed to complete a full 2024 TMP study. The last study was completed in 2022, however, due the increase in development of residential, commercial, and industrial projects, an update is required to determine if any current or future improvements will be required to keep the level of traffic congestion at a satisfactory level; and

WHEREAS, on June 11, 2018, City Council approved a Master Professional Services Consulting Agreement with Crane Transportation Group (CTG) for traffic analysis; and

WHEREAS, below is an overview of the proposed services by CTG for the preparation of the 2024 Traffic Monitoring Program and Analysis:

- Citywide Traffic Count Operations – This includes traffic counts and turning movements at the City’s major intersections. It also includes counts on major roadway segments including freeway interchanges. These are required to establish a baseline for all automotive and truck activities. The traffic counts support the preparation of the TMP as well as the General Plan Circulation Element update and supporting General Plan Environmental Impact Report; and
- Year 2024 Citywide Traffic Monitoring Program Study – The TMP analyzes and documents traffic impacts under existing conditions and projects future traffic conditions while taking into consideration proposed/planned land use developments and planned circulation system improvements. With this information, CTG will identify significant impacts and mitigations to prevent any traffic congestion above the acceptable levels; and

WHEREAS, the cost of Task Order No. 12 is not to exceed \$190,965 and will be fully funded by developers. The costs for these services will only be paid if the revenue has been received; and

WHEREAS, staff request City Council approve a budget amendment to fund (2020) Land Development Engineering in the amount of \$190,965 as follows.

Increase Revenue
2020-50-04-341-02-05 \$190,965

Increase Appropriations
2020-50-04-420-01-00 \$190,965

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 12 with Crane Transportation Group for the preparation of the 2024 Traffic Monitoring Program and Analysis, pursuant to Master Consulting Agreement dated June 11, 2018; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby authorizes a budget amendment to (2020) Land Development Engineering as detailed above.

PASSED AND ADOPTED by the City Council of the City of Lathrop
this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 12

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11,
2018 WITH CRANE TRANSPORTATION GROUP FOR TRAFFIC
MONITORING AND ANALYSIS**

**FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM
AND ANALYSIS**

THIS TASK ORDER NO. 12 dated for convenience this **14th day of October 2024**, is by and made and entered into by and between **Crane Transportation Group** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on June 11, 2018, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Specialized Traffic Analysis Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT and with CONSULTANT, pursuant to Resolution 18-4404; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent for the Preparation of the 2024 Traffic Monitoring Program and Analysis, which are required by this agreement;

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees for the Preparation of the 2024 Traffic Monitoring Program and Analysis in accordance with the scope of work and fee proposal provided in **Exhibit "A"** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 12** is **October 14, 2024**, and it shall terminate no later than **June 30, 2025**.

CITY OF LATHROP – TASK ORDER NO. 12 WITH CRANE TRANSPORTATION - FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND ANALYSIS

(4) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in this Task Order No. 12 to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit "A"** up to a total sum not to exceed **\$190,965.00** for the Preparation of the 2024 Traffic Monitoring Program and Analysis. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated June 11, 2018.

(6) **Notice to Proceed**

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

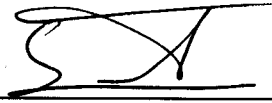
(7) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 12 WITH CRANE TRANSPORTATION - FOR THE PREPARATION OF THE 2024 TRAFFIC MONITORING PROGRAM AND ANALYSIS

Approved as to Form:

City of Lathrop
City Attorney



9.30.2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Crane Transportation Group
2621 East Windrim Court
Elk Grove, CA 95758-7479
Fed ID # 19-5404405
Bus License # 20144

Signature

Date

Mark D. Crane
President

CRANE TRANSPORTATION GROUP

CITY OF LATHROP

2024 TRAFFIC MONITORING PROGRAM (TMP) EVALUATING CITYWIDE 2024, 2026 & 2028 TRAFFIC CONDITIONS

**STUDY CONTAINING FALL 2024 TRAFFIC COUNTS WITH
2026 & 2028 TRAFFIC PROJECTIONS, TRIP GENERATION &
DISTRIBUTION PROJECTIONS FOR ALL NEW DEVELOPMENT EXPECTED BY
THE END OF 2026 & 2028,
TRAFFIC OPERATIONS ANALYSIS FOR ALL 3 HORIZON YEARS, IMPACT &
MITIGATION DETERMINATION & REPORT PREPARATION**

PROPOSAL

September 11, 2024

Prepared for: CITY OF LATHROP
PUBLIC WORKS DEPARTMENT
Attn: Brad Taylor, P.E., City Engineer
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7438
Brad Taylor <btaylor@ci.lathrop.ca.us>

Prepared by: CRANE TRANSPORTATION GROUP
Mark D. Crane, TE/CE, President
California Registered Traffic Engineer (#1381)
2621 East Windrim Court
Elk Grove, CA 95758
(916) 647-3406
Mark Crane <cranetransgroup@gmail.com>

CRANE TRANSPORTATION GROUP CITY OF LATHROP

2024 TRAFFIC MONITORING PROGRAM (TMP) EVALUATING CITYWIDE 2024, 2026 & 2028 TRAFFIC CONDITIONS

**STUDY CONTAINING FALL 2024 TRAFFIC COUNTS WITH
2026 & 2028 TRAFFIC PROJECTIONS, TRIP GENERATION &
DISTRIBUTION PROJECTIONS FOR ALL NEW DEVELOPMENT EXPECTED
BY THE END OF 2026 & 2028,
TRAFFIC OPERATIONS ANALYSIS FOR ALL 3 HORIZON YEARS, IMPACT
& MITIGATION DETERMINATION & REPORT PREPARATION**

PROPOSAL

September 11

WORK TASKS

I. PROJECT INITIATION

Two meetings will be conducted with City of Lathrop staff to finalize details about circulation system locations selected for analysis as well as future land uses and expected roadway improvements.

II. EXISTING CONDITION SURVEYS

A. INTERSECTION TRAFFIC COUNT LOCATIONS - MID WEEK 7:00-9:00 AM AND 3:00-6:00 PM (SEE FIGURE 1)

City Staff has determined that the following list of intersections will be counted. It should be noted that not all count locations will be evaluated for Level of Service or delay. Rather, some are being surveyed just to assist in providing a correct picture of vehicle flow along crowded corridors.

**B. INTERSECTION AUTO & TRUCK TURN MOVEMENT COUNTS
(7:00-9:00 AM & 3:00-6:00 PM - SEE FIGURE 1)**

1. Roth Road/Manthey Road
2. Roth Road/I-5 SB Ramps
3. Roth Road/I-5 NB Ramps
4. Roth Road/Harlan Road
5. Roth Road/McKinley Avenue
6. Roth Road/Sharp Army Depot Entrance*
7. Roth Road/Intermodal Facility Entrance*
8. Harlan Rd/Stonebridge Lane
9. Lathrop Road - Spartan Way/Golden Valley Parkway
10. Lathrop Road/Manthey Road
11. Lathrop Road/I-5 SB Ramps
12. Lathrop Road/I-5 NB Ramps
13. Lathrop Road/Old Harlan Road*
14. Lathrop Road/Convenience Store Driveway/Chevron Driveway*
15. Lathrop Road/New Harlan Road
16. Lathrop Road/5th Street/Woodfield Avenue
17. Lathrop Road/McKinley Avenue
18. Spartan Way/Stanford Crossing
19. Golden Valley Parkway/Locomotive St.
20. Barbara Terry Boulevard/Stanford Crossing*
21. Golden Valley Parkway/Stanford Crossing
22. Golden Valley Parkway/Faber Drive
23. River Islands Parkway/McKee Boulevard
24. River Islands Parkway/Golden Valley Parkway
25. River Islands Parkway/Target Mall*
26. River Islands Parkway/I-5 SB Ramps
27. Louise Avenue/I-5 NB Ramps
28. Louise Avenue/Arco/Shell Driveways*
29. Louise Avenue/Old Harlan Road*
30. Louise Avenue/Jack in the Box Driveway*
31. Louise Avenue/Hampton Inn Driveway*
32. Louise Avenue/Tru by Hilton Driveway/A&W Driveway*
33. Louise Avenue/Quiznos Mall/Carl's Jr. Driveway*
34. Louise Avenue/New Harlan Road
35. Louise Avenue/Cambridge Drive

36. Louise Avenue/5th Street-Howland Road
37. Louise Avenue/McKinley Avenue
38. Golden Valley Parkway/Marketplace
39. Golden Valley Parkway/Towne Centre Drive
40. Golden Valley Parkway/Brookhurst Boulevard
41. Golden Valley Parkway/Sadler Oak Dr.
42. Harlan Rd/D'Arcy Parkway
43. D'Arcy Parkway/Murphy Parkway
44. Yosemite Avenue/McKinley Avenue
45. Yosemite Avenue/D'Arcy Parkway
46. Yosemite Avenue/SR 120 WB Ramps
47. Yosemite Avenue/SR 120 EB Ramps
48. Yosemite Avenue/Glacier Road
49. Mossdale Road/I-5 NB Ramps
50. Manthey Road/I-5 SB Ramps
51. River Islands Parkway/Dell'Osso Drive
52. River Islands Parkway/Somerston Parkway
53. River Islands Parkway/Islanders Way
54. Somerston Parkway/Marina Drive
55. Somerston Parkway/Academy Drive
56. Somerston Parkway/Lakeside Drive
57. Lakeside Drive/Commercial Street
58. Manthey Road/Stewart Road
59. MacArthur Blvd./West Arbor Avenue
60. West Arbor Drive/Paradise Road
61. MacArthur Blvd./I-205 WB Ramps
62. MacArthur Blvd./I-205 EB Ramps
63. McKinley Avenue/SR 120 WB Ramps
64. McKinley Avenue/SR 120 EB Ramps
65. Harlan Road/Slate St.*
66. Manthey Road/Dos Reis Rd.
67. Spartan Way/Lathrop H.S. East Driveway
68. Spartan Way/Central Pacific Street - H.S. Driveway
69. Spartan Way/H.S. Central Driveway
70. Spartan Way/H.S. West Driveway
71. Louise Avenue/Bizzibe Street

*No operations analysis will be conducted at these locations.

Counts will encompass times of peak traffic activity associated with commuters and Lathrop High School.

C. FREEWAY COUNT LOCATIONS (AM & PM PEAK HOURS OF SURFACE STREET SYSTEM) FROM CALTRANS PeMS COUNT PROGRAM ON DAY OF INTERSECTION COUNTS

- I-5 just north of the Roth Road interchange
- I-5 Between Roth Road and Lathrop Road interchanges
- I-5 Between Lathrop Road and Louise Avenue interchanges
- I-5 between the Louise Avenue interchange and SR 120
- SR 120 just west of the Yosemite Avenue interchange
- I-205 just west of its interchange with I-5
- I-5 just south of I-205 interchange
- The westbound SR 120 to northbound I-5 connector ramp
- The southbound I-5 to eastbound SR 120 connector ramp

D. I-5 FREEWAY OFF RAMP QUEUING SURVEYS (7:00 - 9:00 AM & 3:00 - 6:00 PM ON DAY OF INTERSECTION COUNTS - SEE FIGURE 2)

- Roth Road, Lathrop Road and Louise Avenue/River Island Parkway Interchanges.
See Figure 3

E. RIVER ISLANDS ACCESS ROADS COUNT LOCATIONS (72 HOUR DIRECTIONAL VOLUMES - SEE FIGURE 3)

- Paradise Road between Old River and River Islands Parkway
- River Islands Parkway at the San Joaquin River Bridge
- Stewart Road north of Manthey Road

F. TRAFFIC COUNT COMPANY

All counts will be conducted by IDAX Data Solutions (IDAX), who have previously conducted counts for the last two TMP studies. All counts will be recorded, with a copy of the recordings provided to the City of Lathrop on hard drive.

G. FIELD REVIEW BY REGISTERED TRAFFIC ENGINEER

Mark D. Crane (TE/CE) will field review the Lathrop Circulation System during all five traffic count hours. This will include both the City-wide commute peaks and the Lathrop High School traffic peaks.

III. DATA ANALYSIS & PRESENTATION

A. ANALYSIS LOCATIONS

Intersection analysis locations are presented in Section II-B and do not include those intersections marked with an asterisk. All intersections marked with an asterisk are locations where traffic count information will only be used to optimize traffic flow projections.

B. INTERSECTION PEAK HOUR TURN MOVEMENT COUNTS

An AM and PM commute peak hour set of turn movement counts will be developed for all analysis intersections. While it is very probable that the specific peak traffic hours during the morning and afternoon commute periods will vary by corridor and/or by individual intersections, this evaluation will result in one set of AM and PM peak hour turn movement counts that reflect peak traffic activity at most or all intersections that will be used as the basis for all existing commute peak hour operational analysis. In addition, the City Staff has also requested evaluation of the Lathrop High School AM and PM peak traffic hours on the streets providing access to High School. These peak hours will also be determined and a separate system of counts developed presenting peak High School traffic times.

C. FREEWAY OFF-RAMP QUEUING

Queuing on the I-5 off-ramps at Roth Road, Lathrop Road and Louise Avenue/River Islands Parkway will be presented for the AM and PM commute peak traffic hours as well as other hours that may have longer queues.

D. DAILY/HOURLY DIRECTIONAL COUNTS ON RIVER ISLANDS 3-ACCESS ROUTES

Three days of 24-hour counts will be presented for River Islands Parkway at its crossing of the San Joaquin River, for Stewart Road just west of Manthey Road and for Paradise Road at the west end of River Islands. These counts will be used to determine regional roadway network distribution patterns for new River Islands development.

E. FREEWAY VOLUMES

Caltrans freeway volumes (auto & truck) will be presented for the AM and PM commute peak hours on all three freeways within Lathrop for the same day as the intersection counts.

F. PRESENTATION

- Weekday AM and PM peak hour turn movement volumes will be presented on figures.
- Freeway directional volumes for the survey day will be presented on figures.
- Roadway directional hourly volumes at the entrances to River Islands (for the three survey days) will be presented in tabular form.
- I-5 off-ramp queues will be presented on figures.

IV. EVALUATION PROCEDURES

A. OPERATIONS ANALYSIS

The following operations information will be determined for both existing (Fall 2024) as well as 2026 & 2028 analysis horizons:

- Level of Service and delay using the Synchro-12 software program--all intersections in Section II-B.
- 95th percentile off-ramp vehicle queuing projections using the Synchro-12 software: I-5 interchanges with Roth Road/Lathrop Road/Louise Avenue - River Islands Parkway
- Peak hour Caltrans signal warrant analysis.

V. EXISTING CONDITIONS ANALYSIS

A. IDENTIFY ALL LOCATIONS WITH EXISTING (FALL 2024) UNACCEPTABLE OPERATION & REQUIRED IMPROVEMENTS

All locations with unacceptable intersection Level of Service, unacceptable 95th percentile queuing and unsignalized intersections meeting signal warrant criteria will be identified.

Improvements will be recommended to mitigate all unacceptable operation for those locations not programmed for improvement by 2026.

VI. FUTURE CONDITIONS ANALYSIS

A. HORIZON YEARS

- 2026
- 2028

B. PROPOSED LAND USE DEVELOPMENT

Lathrop City Staff will provide detailed information regarding all development in the cities of Lathrop, Manteca and Tracy as well as San Joaquin County that should be included in the traffic projections for the two future years. This will also include any new schools or expected changes in the number of students at existing schools as well as increased activity in existing industrial or warehousing/distribution facilities.

One land use scenario will be studied for each of the two horizon years. City Staff will obtain traffic studies from Manteca, Tracy and San Joaquin County for projects in these jurisdictions potentially contributing a significant amount of traffic to the Lathrop roadway system.

C. PLANNED CIRCULATION SYSTEM IMPROVEMENTS

Lathrop City Staff will provide a list of any circulation system improvements to be considered in place for each horizon year, including any additional lanes to be provided along local freeways.

D. FUTURE PROJECT TRIP GENERATION

Peak hour trip generation projections for all proposed land uses within Lathrop will be developed using trip rates from the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021)*, or from traffic studies conducted for specific developments. Please note that the existing significant amount of construction worker traffic associated with the River Islands development will be assumed on the circulation system in 2026 and 2028.

Trip generation from all developments within Manteca, Tracy and San Joaquin County will be obtained from studies conducted for these proposed developments. Lathrop City Staff will be required to obtain copies of these studies. If no studies are available, trip generation and distribution projections will be developed using the most recent ITE trip generation rates. Projections for small non-Lathrop developments will be completed as part of the proposed Scope. Projections for larger developments will be considered extra work.

E. NON-PROJECT TRAFFIC REDISTRIBUTION DUE TO CIRCULATION SYSTEM IMPROVEMENTS

AM & PM peak commute hour volumes will be redistributed based upon new roadways and interchange improvements projected to be in operation by City Staff for each horizon year.

F. FUTURE PROJECT TRIP DISTRIBUTION

Traffic from new development within Lathrop will be distributed to the local roadway network based upon distribution patterns from the existing counts as well as input from the new Lathrop Traffic Model. Traffic distribution patterns will be obtained from a variety of Traffic Analysis Zones (TAZs) that were developed by Fehr & Peers (F&P) as part of the City's recent General Plan Update Year 2040 traffic projections. TAZs selected reflect a variety of land uses at locations throughout the City. The cost for obtaining this data is included in the base Scope, as F&P will be a subconsultant to Crane Transportation Group. Trip distribution will take into account all new roadways and interchanges projected to be in operation by each horizon year. Projections for small non-Lathrop developments will be completed as part of the proposed Scope. Projections for larger developments outside Lathrop without traffic studies will be considered extra work.

Traffic from new development in Manteca, Tracy or San Joaquin County without a traffic study will be distributed to the Lathrop street network based upon data from available studies in these jurisdictions.

G. FUTURE TRAFFIC PROJECTIONS

- **Year 2026** and **2028** AM and PM peak hour turn movement increments at each analysis intersection due to new development will be determined for each specific plan area in the City (Central Lathrop, Mossdale, River Islands, South Lathrop, remainder of City) as well as for City of Manteca, City of Tracy and San Joaquin County developments.
- Total volume increments will then be determined for each horizon year.
- Please note that operating conditions during Lathrop High School peak traffic times will only be evaluated for "Existing" conditions.

H. FUTURE OPERATIONS ANALYSIS

Year 2026 AM and PM peak hour Level of Service will be determined at all analysis intersections listed in Section III-A, while 95th percentile queuing will be determined for those off-ramps listed in Scope item III-C. Peak hour signal warrant evaluation will also be conducted at all unsignalized intersections.

Year 2028 AM and PM peak hour Level of Service will be determined at all analysis intersections listed in Section III-A, while 95th percentile queuing will be determined for those off-ramps listed in Scope item III-C. Peak hour signal warrant evaluation will also be conducted at all unsignalized intersections.

VII. SIGNIFICANT IMPACTS

YEAR 2026 A determination will be made of all locations projected to experience unacceptable peak hour Level of Service or 95th percentile queuing. Unsignalized intersections with peak hour volumes above Caltrans peak hour Warrant criteria levels will also be listed. The percent contribution in net new traffic from all Specific Plan areas in the City will be determined at all locations with unacceptable operation.

YEAR 2028 A determination will be made of all locations projected to experience unacceptable peak hour Level of Service or 95th percentile queuing. Unsignalized intersections with peak hour volumes above Caltrans peak hour Warrant criteria levels will also be listed. The percent contribution in net new traffic from all Specific Plan areas in the City will be determined at all locations with unacceptable operation.

VIII. IMPROVEMENTS

YEAR 2026 Improvements will be recommended to bring all unacceptable peak hour Level of Service or queuing back to acceptable operation as well as an all-way stop or signal for all unsignalized intersections with volumes exceeding signal warrant criteria. Measures will be discussed with City Public Works staff to assure that only mitigations are recommended that can realistically be constructed.

YEAR 2028 Improvements will be recommended to bring all unacceptable peak hour Level of Service or queuing back to acceptable operation as well as an all-way stop or signal for all unsignalized intersections with volumes exceeding signal warrant criteria. Measures will be discussed with City Public Works staff to assure that only mitigations are recommended that can realistically be constructed.

IX. MEETINGS

Two meetings will be conducted with City Staff during the course of the project (in addition to the two meetings held to develop the scope of work).

X. REPORTS

- DRAFT REPORT** A draft report will be prepared and E-Mailed to City Staff for review.
- FINAL REPORT** A final report will be prepared after incorporation of all agreed-to changes in the Draft Report and E-Mailed to the City.
- TECHNICAL APPENDIX** All Level of Service/queuing worksheets can be E-Mailed to the City.

XI. PUBLIC HEARING ATTENDANCE

Attendance will be made by **Mark D. Crane, TE/CE** at one public hearing.

Please note: All work products will be to a planning level of detail only, and not to a design level of detail.

WHAT IS NOT INCLUDED IN THIS SCOPE BUT COULD BE ADDED FOR ADDITIONAL COST WITH WRITTEN AUTHORIZATION

1. Attendance at more than one public hearing;
2. Evaluation of any additional locations not specified in the above Scope;
3. Production of hard copy reports;
4. Attendance at any additional meetings beyond those listed in the Scope;
5. Any trip generation/distribution analysis for major projects in Lathrop, Manteca, Tracy or San Joaquin County that have not had a traffic impact report prepared;
6. Responses to Caltrans, Manteca, Tracy, San Joaquin County or public comments;
7. I-5, SR 120 or SR 205 freeway mainline analysis or freeway ramp-mainline merge/diverge analysis;
8. SIM traffic evaluation of surface street vehicle queuing at freeway interchanges;
9. Evaluation of intersection operation during the peak traffic hours associated with Lathrop High School for 2026 or 2028.

COST OF SERVICES & CONDITIONS OF PAYMENT

The **Crane Transportation Group's** above Scope of Services will be completed for the fee presented in **Table 1**. Any work beyond the above Scope or attendance at any additional meetings will be billed on a time-and-materials basis (with prior approval) or will be subject to a contract addendum. Billing will be sent by **CTG** on a monthly basis with payment due to **CTG** within 30 days receipt of our billing. Any late payments to **CTG** will be subject to a 1% per month (12% annual) compound interest charge plus a late fee of \$70 per month (until the invoice is fully paid) plus any administrative and legal charges required to collect the late payments. In addition, all work will stop if payments are in arrears. Cost estimates are good for a 30-day time period from the date on our proposal. If, for any reason, work on the project is stopped for longer than a three-month period, **CTG** reserves the right to increase its budget a minimum of 10% for associated administrative and refamiliarization costs with the restart of the project.

TIME OF SERVICES

A Draft Traffic Study will be completed within 50 working days after receipt of signed authorization to proceed, conduct and receipt of all needed traffic counts and receipt of all needed information from Fehr & Peers and Lathrop City Staff. Time of completion estimates are good for a 14-day time period from the date on our proposal.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

Mark D. Crane, TE/CE, President
Crane Transportation Group

Attachments:

- 1. Table 1 - City of Lathrop 2024 Lathrop TMP**
- 2. Figure 1 - 2024 Lathrop TMP Count Locations**
- 3. Figure 2 - Lathrop TMP-2024 Freeway Offramp - Queue Measurement Locations**
- 4. Figure 3 - River Islands Access Routes Traffic Count Locations (River Islands Parkway, Stewart Road & Paradise Road)**

CRANE TRANSPORTATION GROUP

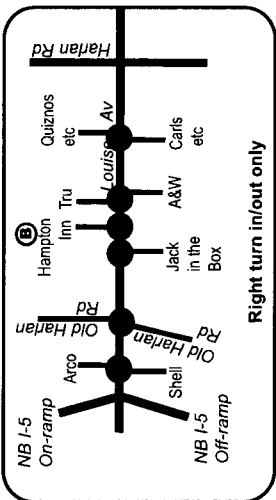
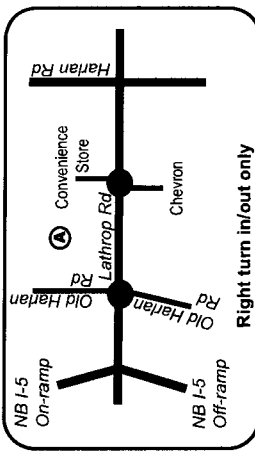
CITY OF LATHROP 2024 TRAFFIC MONITORING PROGRAM (TMP) EVALUATING CITYWIDE 2024, 2026, 2028 TRAFFIC CONDITIONS

TABLE 1

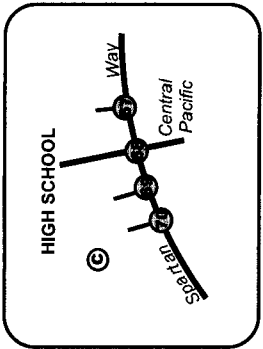
COST ALLOCATION BY TASK

TASK	DESCRIPTION	COST
1	Startup meetings with City + figures of potential analysis locations	\$ 4,190
2	Field review of AM/PM traffic conditions + figures of intersection Geos	\$ 12,440
3	Set up traffic counts & queuing surveys (78 intersections, roads & ramps)	\$ 1,060
4	Intersection and road traffic counts + off-ramp queue surveys (IDAX)	\$ 28,025
5	Review of raw count data	\$ 6,630
6	Preparation of AM & PM existing commute peak hour traffic volume system @ all locations	\$ 4,570
7	Preparation of existing traffic volumes in vicinity of Lathrop High School during times of peak High School traffic	\$ 1,770
8	Preparation of Lathrop area freeway system AM & PM commute peak hour volumes using Caltrans freeway counts	\$ 1,770
9	Existing AM & PM commute peak hour intersection & off-ramp queuing operating conditions + signal warrants	\$ 12,540
10	Existing AM & PM Lathrop High School peak hour traffic localized intersection operating conditions	\$ 2,880
11	Traffic Distribution Patterns from various Lathrop Traffic Analysis Zones (as developed for the General Plan traffic model - Fehr & Peers)	\$ 12,500
12	Trip generation & distribution projections for net new development expected by the end of 2026. Also includes impacts due to new circulation system improvements	\$ 17,070
13	Trip generation & distribution projections for net new development expected in 2027 & 2028. Also includes impacts due to new circulation system improvements planned in 2027 & 2028	\$ 18,660
14	Year 2026 AM & PM commute peak hour intersection & freeway off-ramp operating conditions + signal warrants	\$ 8,920
15	Year 2028 AM & PM commute peak hour intersection & freeway off-ramp operating conditions + signal warrants	\$ 9,920
16	Existing AM & PM commute peak hour determination of unacceptable operation	\$ 2,160
17	Existing AM & PM High School peak hour determination of unacceptable operation	\$ 1,080
18	Existing AM & PM commute peak hour required improvements	\$ 2,600
19	Existing AM & PM High School peak hour required improvements	\$ 1,560
20	Year 2026 Determination of unacceptable AM & PM commute peak hour operation	\$ 3,060
21	Year 2026 required improvements	\$ 3,200
22	Year 2028 Determination of unacceptable AM & PM commute peak hour operation	\$ 3,410
23	Year 2028 required improvements	\$ 3,740
24	Two meetings with City Staff during project	\$ 2,910
25	Draft & Final Report	\$ 22,060
26	One public hearing attendance	\$ 2,240
	Cost Without Counts	\$ 162,940
	Counts	\$ 28,025
	TOTAL COST	\$ 190,965

Ⓐ & Ⓑ Counts at driveways and Old Harlan Rd between the I-5 northbound ramps and Old Harlan Road intersections

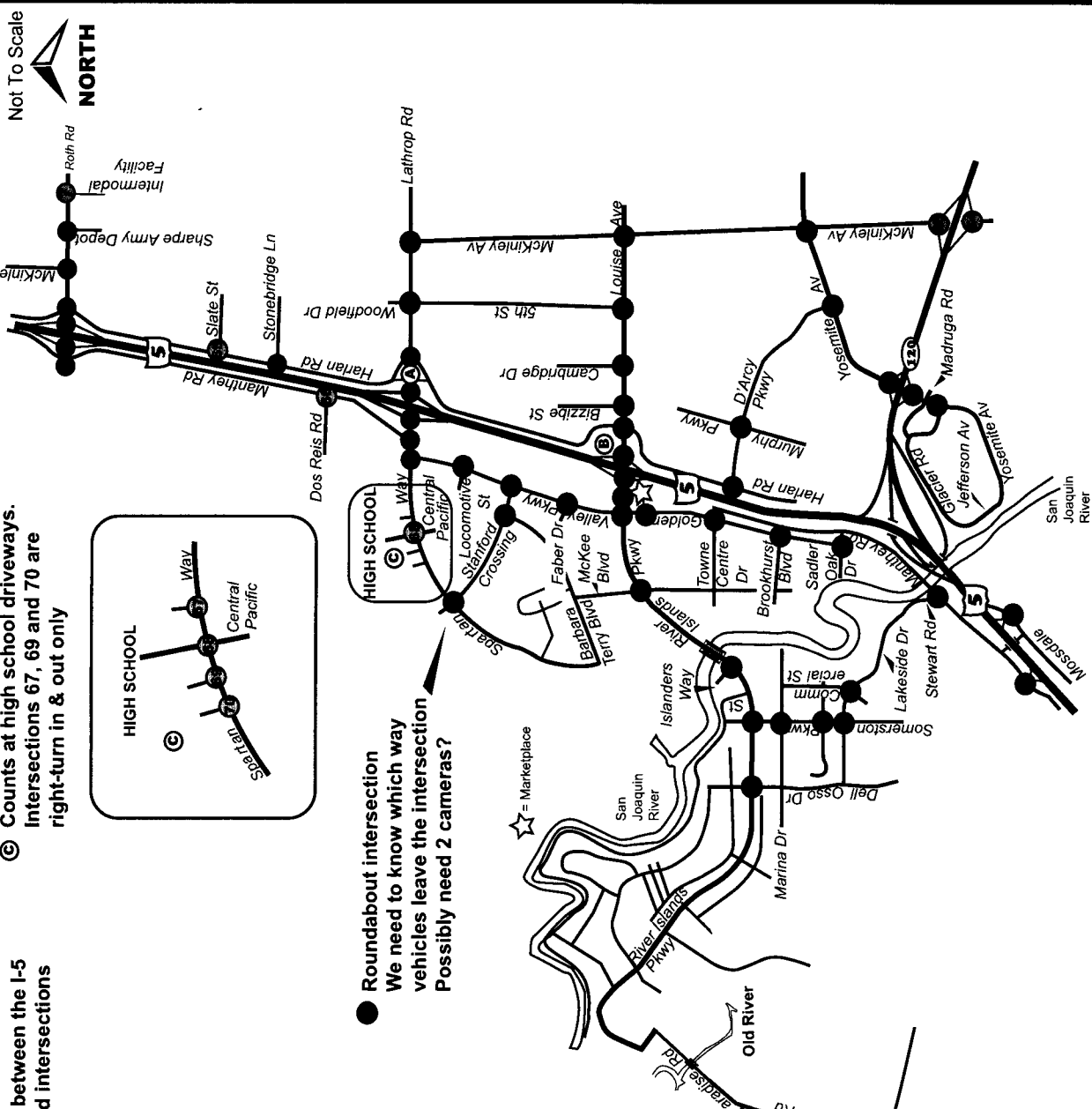


Ⓒ Counts at high school driveways. Intersections 67, 69 and 70 are right-turn in & out only



● Roundabout intersection We need to know which way vehicles leave the intersection Possibly need 2 cameras

☆ = Marketplace



Not To Scale

Figure 1
2024 Lathrop TMP Count Locations

2024 Traffic Monitoring Program (TMP) for the City of Lathrop

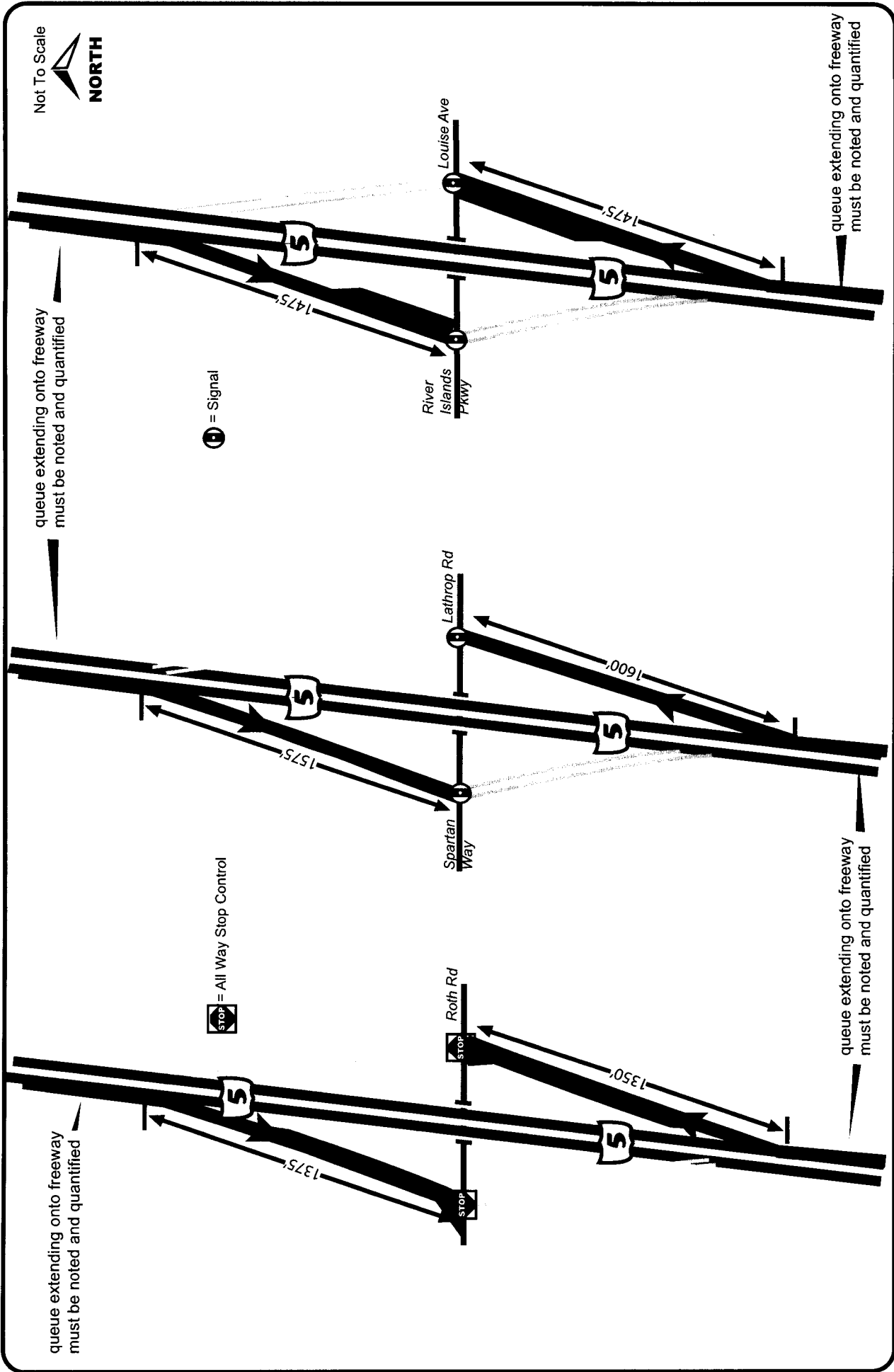
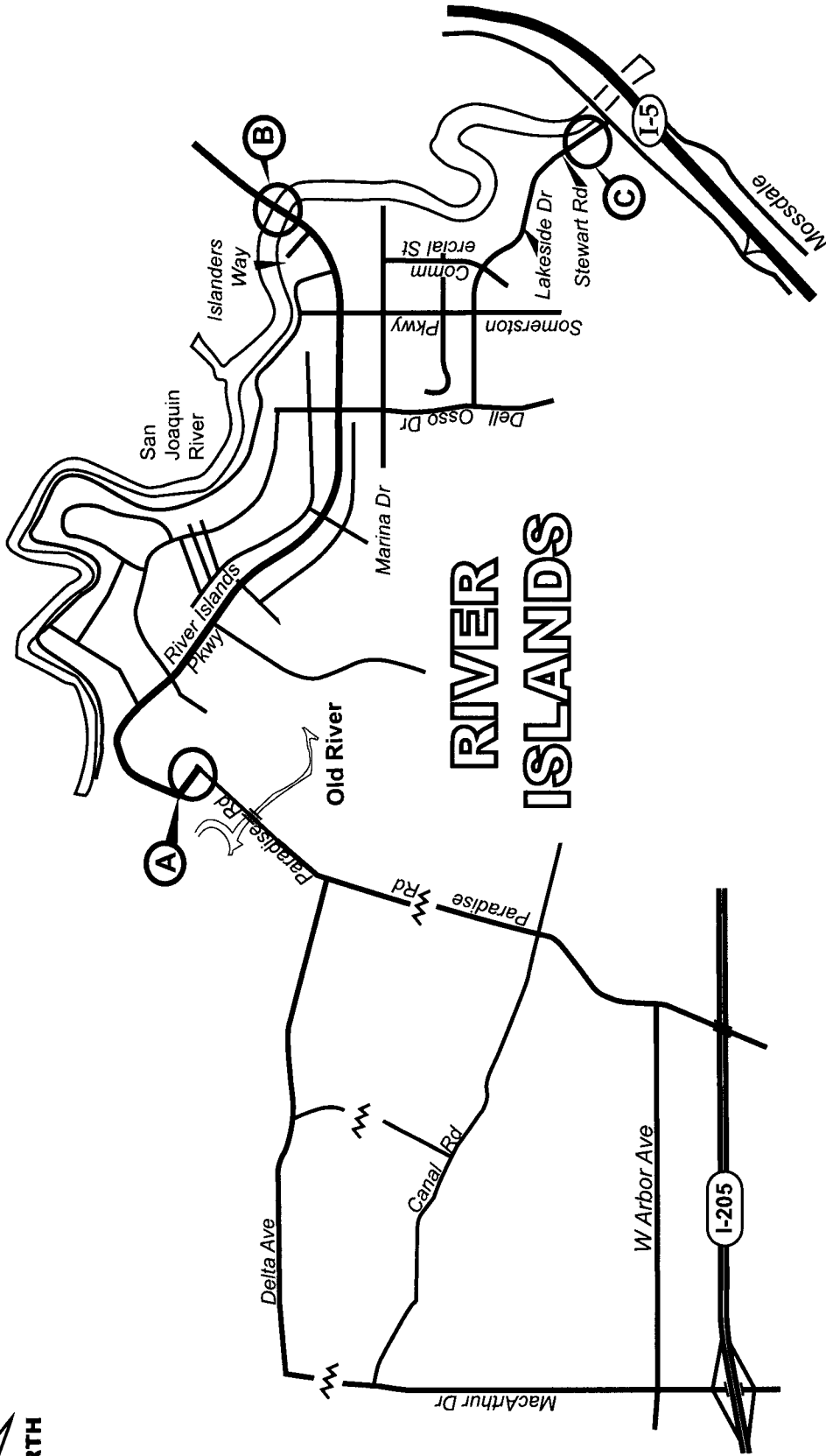


Figure 2
Lathrop TMP-2024 Freeway Offramp
Queue Measurement Locations

Not To Scale



○ = Directional Hose Count Locations
 72 hours of counts each machine
 Tuesday/Wednesday/Thursday

Figure 3
River Islands Access Routes Traffic Count Locations
(River Islands Parkway, Stewart Road & Paradise Road)

**CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE REIMBURSEMENT AGREEMENT FOR THE MURPHY PARKWAY EXTENSION IMPROVEMENTS WITHIN THE CROSSROADS AREA AND ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH EP NO. 2020-41**

RECOMMENDATION: **Adopt a Resolution Approving a Reimbursement Agreement for Design and Construction of the Murphy Parkway Extension within the Crossroads Area with Prologis, Inc. and an Adjustment to the GASB 34 Report Associated with Encroachment Permit No. 2020-41**

SUMMARY:

Duke Realty, the developer for the warehouse located at 16825 Murphy Parkway, was required to design and construct the Murphy Parkway extension to provide additional access to the site and future access to neighboring parcels. The work was completed under Encroachment Permit No. 2020-41 (EP 2020-41). City Council accepted the improvements associated with EP 2020-41 and a GASB 34 Report was adopted to represent the value of the improvements at that time. Prologis, Inc. (Prologis) notified the City that they acquired all rights and obligations of Duke Realty pertaining to this property.

There are a number of parcels that benefit from the improvements designed and constructed by Duke Realty. Consequently, Prologis is eligible for reimbursement from these benefiting property owners. The proposed reimbursement agreement allows the City to collect a proportionate share of the reimbursement amount from each benefiting property owner upon the future development of the benefiting properties.

After Council acceptance of improvements, the developer recognized additional costs associated with the improvements not included in the original GASB 34 Report. These costs include engineering, design, change orders, permitting, and other soft costs. To ensure the City's asset records are accurate, staff is requesting City Council approve the adjusted GASB 34 Report value.

Staff recommends that City Council adopt a resolution approving the proposed reimbursement agreement with Prologis, Inc. and the adjustment to the GASB 34 Report associated with EP 2020-41.

BACKGROUND:

On June 15, 2016, the City of Lathrop Community Development Department approved Development Plan No. 16-49 (DP 16-49) for the construction of a 382,722

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE REIMBURSEMENT AGREEMENT FOR THE MURPHY PARKWAY
EXTENSION IMPROVEMENTS WITHIN THE CROSSROADS AREA AND
ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH EP NO. 2020-41**

square foot building in the Commercial Highway Zone, which included approximately 32,000 square feet of retail commercial on site supported by onsite warehousing, on an 18.70-acre site located within the Crossroads Commerce Center.

On June 12, 2020, the City of Lathrop Community Development Department approved the Minor Site Plan Review No. 20-57 (MSPR 20-57) to authorize the construction of a new 346,860 square foot warehouse building on an approximately 20-acre site. The MSPR 20-57 modified the existing approval for DP 16-49 (LBA North).

The Conditions of Approval associated with MSPR 20-57 required the installation of frontage improvements along Murphy Parkway and Harlan Road, including paving, landscaping, fencing, lighting, curb, gutter, and sidewalk. On August 8, 2022, City Council accepted the frontage improvements, including the Murphy Parkway extension from Duke Realty, and authorized staff to release the performance bond. Prologis notified the City that they acquired all rights and obligations of Duke Realty pertaining to this property.

The Murphy Parkway extension is eligible for partial reimbursement from the parcels that benefit from the improvements. The total cost for the design and construction of the Murphy Parkway extension was \$934,453, which was paid by the developer, as shown in Attachment "B". These costs are to be shared by the benefiting property owners as shown in Attachment "C". Prologis's fair share is \$282,608 (non-reimbursable costs), while the remaining \$651,485 is reimbursable as the fair share of the properties listed in Attachment "D" as determined by the City Engineer pursuant to Lathrop Municipal Code 3.22.060. Benefiting property owners are to pay their fair share as a condition of future development and prior to permit issuance.

After acceptance, the developer, recognized additional costs associated with the improvements that were not included in the original GASB 34 Report. These costs include engineering, design, change orders, permitting, and other soft costs. Council is provided this opportunity to approve the adjusted GASB 34 Report value to ensure that the City's asset records are accurate.

REASON FOR RECOMMENDATION:

Staff recommends that City Council approve the adjusted GASB 34 Report and the reimbursement agreement (2710-201-1543) between Prologis and the City to begin the process of establishing a mechanism for Prologis to be reimbursed by other benefitting property owners.

FISCAL IMPACT:

None.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING


**APPROVE REIMBURSEMENT AGREEMENT FOR THE MURPHY PARKWAY
EXTENSION IMPROVEMENTS WITHIN THE CROSSROADS AREA AND
ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH EP NO. 2020-41**

ATTACHMENT:

- A. Resolution of the City Council of the City of Lathrop Approving a Reimbursement Agreement for Design and Construction of the Murphy Parkway Extension within the Crossroads Area with Prologis, Inc. and an Adjustment to the GASB 34 Report Associated with Encroachment Permit No. 2020-41
- B. Adjusted GASB 34 Report Amount
- C. Area Depiction of Benefitting Properties
- D. Proportionate Share Breakdown of Benefitting Properties
- E. Public Infrastructure Reimbursement Agreement with Prologis, Inc. for Murphy Parkway Extension

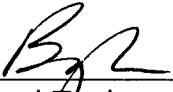
CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE REIMBURSEMENT AGREEMENT FOR THE MURPHY PARKWAY
EXTENSION IMPROVEMENTS WITHIN THE CROSSROADS AREA AND
ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH EP NO. 2020-41

APPROVALS:



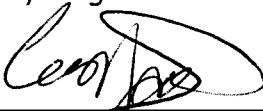
Bellal Nabizadah
Assistant Engineer

10/1/24
Date



Brad Taylor
City Engineer

10/1/2024
Date




Cari James
Director of Finance

10/1/2024
Date



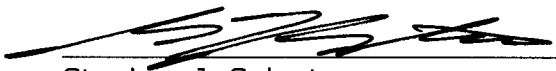
Michael King
Assistant City Manager

10.3.2024
Date



Salvador Navarrete
City Attorney

10.2.2024
Date



Stephen J. Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A REIMBURSEMENT AGREEMENT FOR DESIGN AND CONSTRUCTION OF THE MURPHY PARKWAY EXTENSION WITHIN THE CROSSROADS AREA WITH PROLOGIS, INC. AND AN ADJUSTMENT TO THE GASB 34 REPORT ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2020-41

WHEREAS, on June 15, 2016, the City of Lathrop Community Development Department approved Development Plan No. 16-49 (DP 16-49) for the construction of a 382,722 square foot building in the Commercial Highway Zone, which included approximately 32,000 square feet of retail commercial on site supported by onsite warehousing, on an 18.70-acre site located within the Crossroads Commerce Center; and

WHEREAS, on June 12, 2020, the City of Lathrop Community Development Department approved the Minor Site Plan Review No. 20-57 (MSPR 20-57) to authorize the construction of a new 346,860 square foot warehouse building on an approximately 20-acre site. The MSPR 20-57 modified the existing approval for DP 16-49 (LBA North); and

WHEREAS, the Conditions of Approval associated with MSPR 20-57 required the installation of frontage improvements along Murphy Parkway and Harlan Road, including paving, landscaping, fencing, lighting, curb, gutter, and sidewalk; and

WHEREAS, on August 8, 2022, City Council accepted the frontage improvements associated with Encroachment Permit No. 2020-41 (EP 2020-41), including the Murphy Parkway extension from the developer, and authorized staff to release the performance bond. Prologis, Inc. (Prologis) notified the City that they acquired all rights and obligations of Duke Realty; and

WHEREAS, the Murphy Parkway extension is eligible for reimbursement from the parcels that benefit from the improvements. The total cost for the design and construction of the Murphy Parkway extension, \$934,453, was paid by the developer, as shown in Attachment "B" to the City Manager's Report that accompanied this Resolution; and

WHEREAS, these costs are to be shared by the benefiting property owners as shown in Attachment "C" to the City Manager's Report that accompanied this Resolution. Prologis's fair share is \$282,608 (non-reimbursable costs), while the remaining \$651,845 is reimbursable as the fair share of the properties listed in Attachment "D" to the City Manager's Report that accompanied this Resolution as determined by the City Engineer pursuant to Lathrop Municipal Code 3.22.060. Benefiting property owners are to pay their fair share as a condition of future development and prior to permit issuance; and

WHEREAS, after acceptance, the developer recognized additional costs associated with the improvements that were not included in the original GASB 34 Report. These costs include engineering, design, change orders, permitting, and

other soft costs. Council is provided this opportunity to approve the adjusted GASB 34 Report value to ensure that the City's asset records are accurate; and

WHEREAS, staff recommends that City Council approve the adjusted GASB 34 Report and the reimbursement agreement between Prologis and the City to begin the process of establishing a mechanism for Prologis to be reimbursed by other benefitting property owners.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the reimbursement agreement (2710-201-1543) with Prologis, Inc., substantially in the form included as Attachment "C" to the City Manager's report that accompanied this resolution, for the Murphy Parkway Extension within the crossroads area and the adjusted GASB 34 Report included as Attachment "B" to the City Manager's Report that accompanied this Resolution associated with Encroachment Permit No. 2020-41.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

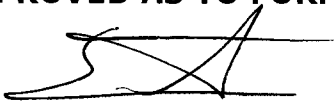
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

GASB 34 REPORT ADJUSTMENT

Resolution	Resolution Adoption Date	Improvement Description	Approved GASB 34 Report Value	Final Contract Cost	GASB 34 Report Adjustment	Reason for Adjustment
22-5128	8-Aug-22	Murphy Parkway Extension and Harlan Road frontage improvements	\$732,888.40	\$981,321.90	\$248,433.50	Murphy Parkway extension cost more than what was originally accounted for

198-210-24
0.58 acres

198-210-19
18.7 acres

Combined
Parcel acres:
19.28
(30.3%)

198-120-04
34.46 acres
(54%)

198-120-05
10.01 acres
(15.7%)

198-24

51 53 55 57 59

198-25

198-19

Proportionate share of Murphy Parkway

APN	Property Owner	Acreage	Percent Share	Proportionate share
198-120-05	Beowulf Energy	10.01	15.70%	\$146,727

Total Cost of Improvement for Murphy Parkway Extension:	\$934,453
Total acreage of all properties benefitting from Murphy Parkway Extension:	63.75
Amount to be reimbursed to Prologis	\$651,845

CITY OF LATHROP

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND PROLOGIS, INC. RELATING TO MURPHY PARKWAY EXTENSION

This Public Infrastructure Reimbursement Agreement Relating to the Murphy Parkway Extension, Lathrop, CA ("**Agreement**") is made and entered into this **14th day of October 2024** ("**Effective Date**") by and between the City of Lathrop, a municipal corporation of the State of California ("**City**"), and Prologis, Inc. ("**Developer**"). City and Developer may be collectively referred to herein as the "**Parties**" or individually as a "**Party**".

RECITALS

A. On June 15, 2016, the City of Lathrop Community Development Department approved Development Plan No. DP-16-49 for the construction of a 382,722 square foot building in the Commercial Highway Zone, which included approximately 32,000 square feet of retail commercial on site supported by onsite warehousing, on an 18.70-acre site located within the Crossroads Commerce Center.

B. On June 12, 2020, the City of Lathrop Community Development Department approved the Minor Site Plan Review No. MSPR-20-57 (MSPR) to authorize the construction of a new 346,860 square foot warehouse building on an approximately 20-acre site. The MSPR modified the existing approval for Development Plan No. DP-16-49 (LBA North).

C. The Conditions of Approval associated with MSPR-20-57 required the installation of frontage improvements along Murphy Parkway, including paving, landscaping, lighting, curb, gutter, sidewalk, and utilities ("**Improvements**"). Developer has completed said Improvements and City accepted the Improvements on August 8, 2022.

D. There are a number of parcels that benefit from the Improvements ("**Benefitting Properties**", depicted in **Exhibit A**) designed and constructed by Developer, and therefore, Developer is eligible for reimbursement from these benefiting property owners.

E. The purpose of this Agreement is to detail the mechanisms for the payment of Reimbursement to Developer as detailed in **Exhibit B** to this Agreement. Lathrop Municipal Code (LMC) 3.22 provides a mechanism to reimburse developers for certain public improvements as detailed therein and Improvements meet criteria set for in LMC 3.22.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. City and Developer Obligations.

(a) City Obligations:

- (i) City shall condition Benefitting Properties to pay their proportionate share of the Reimburse amount as determined by the City Engineer pursuant to Lathrop Municipal Code 3.22.060, included in **Exhibit B**, following Developer's satisfaction of all obligations as listed in Section 2(b) of this Agreement.
- (ii) To the extent permitted by law, City shall collect reimbursement amount from Benefitting Properties prior to issuance of any permits.
- (ii) Subject to the limitation herein, City shall reimburse Developer from any sums collected pursuant to (a)(i) and (a)(ii) for the Improvements with Reimbursement not to exceed \$651,845.

(b) Developer Obligations:

- (i) Developer has submitted as-built plans to the City pursuant to LMC 3.22.010E.
- (ii) Developer has provided reasonable documentation of the actual costs incurred for Project (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead from relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as has been previously provided to City); City shall then have the right, but not the obligation, to reasonably review and audit said documentation, to the extent it determines reasonably appropriate, with any such audit being completed within thirty (30) days. No later than thirty (30) days of either (a) the receipt of said documentation, or (b) the completion of any audit.

3. Reimbursement.

(a) Timing of Reimbursement.

- (i) Timing of Reimbursement to Developer shall occur within 30 days after City has received funds from Benefitting Properties. City shall

deliver such Reimbursement to the address set forth in Section 10 below.

4. Term of Agreement; Termination.

(a) This Agreement shall commence on the Effective Date and shall terminate when Developer has received total Reimbursement amount.

5. Indemnification. Developer 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 Developer or its Contractors, or which results from Developer's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from conduct in the performance of or failure to perform the terms and conditions of this Agreement, 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 Developer under this Agreement at any time during the term of this Agreement, or arising thereafter.

6. Governing Law. This Agreement shall be governed by the laws of the State of California.

7. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, permitted assigns and successors in interest.

8. Assignment. Not Applicable.

9. Notices. For purposes of this Agreement, "*notice*" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330 Attn: City Clerk
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With a concurrent copy to:	City of Lathrop
----------------------------	-----------------

390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: snavarrete@ci.lathrop.ca.us

If to Developer: Prologis, Inc.
3353 Gateway Boulevard
Fremont, CA 94538
Attn: Ryan Marshall
Email: rmarshall@prologis.com

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 9.

10. Payments to Developer. All reimbursement payments due to Developer hereunder shall be sent to the following address or at such other address (or wiring instructions) as Developer shall from time to time specify in writing to City:

Prologis, Inc.
3353 Gateway Boulevard
Fremont, CA 94538
Attn: Ryan Marshall

11. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

12. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement between the Parties, the prevailing Party shall be entitled to an award against the other Party of reasonable and actual attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

13. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

14. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

16. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matter of this Agreement.

18. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. In particular, and without limitation, no merchant builder or other purchaser of land from Developer shall have any right to enforce this Agreement.

19. Minor Modifications. Not applicable.

20. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. Signatures may be given by facsimile, emailed PDF, or other electronic means with the same force and effect as signed, wet originals.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF LATHROP,
A California municipal corporation


By: _____
Stephen J. Salvatore
City Manager

ATTEST:

City Clerk of and for the City
of Lathrop, State of California

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

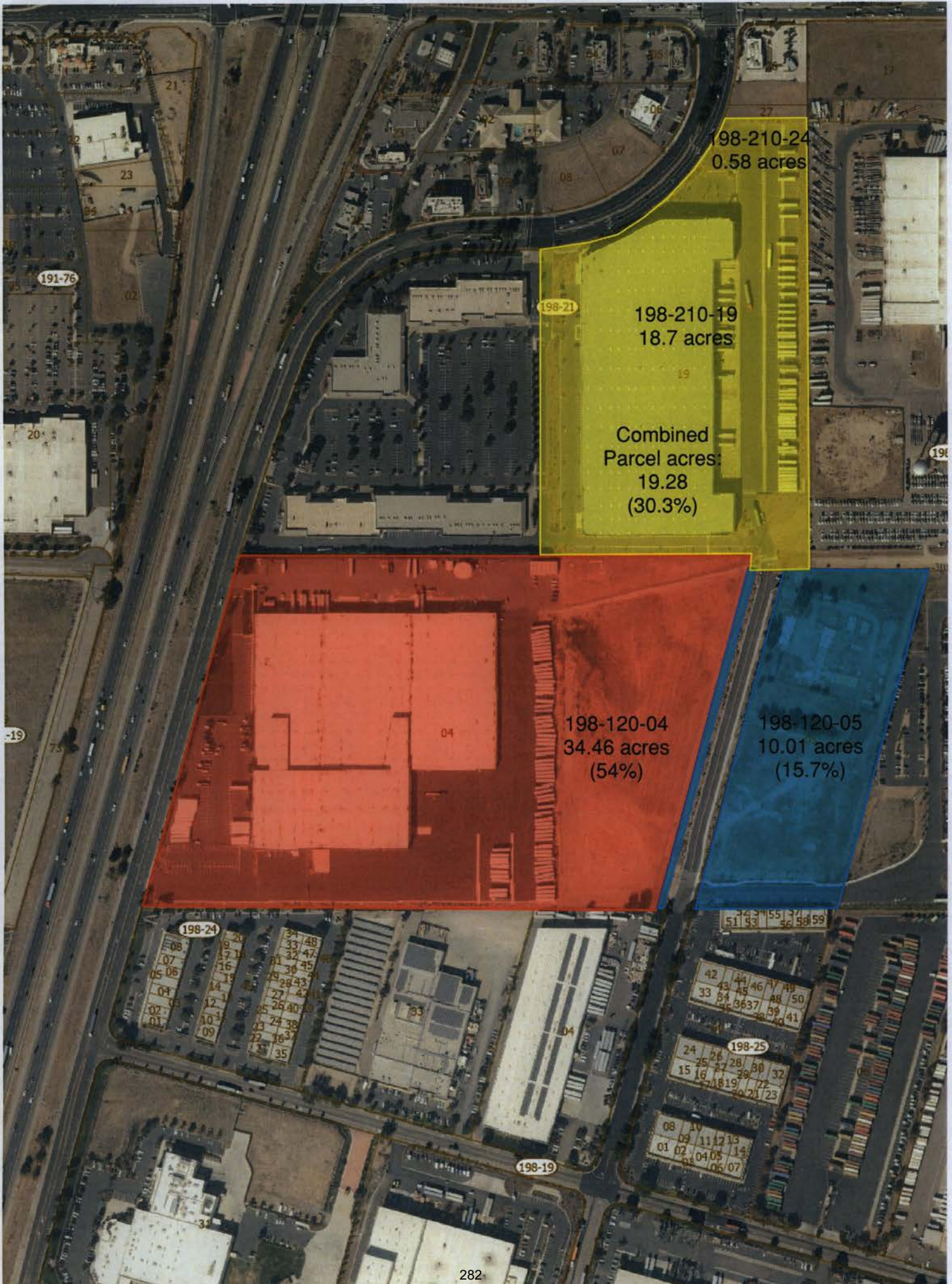
By:  _____
Salvador Navarrete
City Attorney

DEVELOPER:

Prologis, Inc.,
A Delaware limited liability company

By: _____
Ryan Marshall
Director of Development

EXHIBIT A
DEPICTION OF BENEFITTING PROPERTIES



198-210-24
0.58 acres

198-21
198-210-19
18.7 acres

Combined
Parcel acres:
19.28
(30.3%)

198-120-04
34.46 acres
(54%)

198-120-05
10.01 acres
(15.7%)

198-24

198-25

198-19

EXHIBIT B

PROPORTIONATE SHARE OF REIMBURSEMENT AMOUNT

Proportionate share of Murphy Parkway

APN	Property Owner	Acreage	Percent Share	Proportionate share
198-120-05	Beowulf Energy	10.01	15.70%	\$146,727

Total Cost of Improvement for Murphy Parkway Extension:	\$934,453
Total acreage of all properties benefitting from Murphy Parkway Extension:	63.75
Amount to be reimbursed to Prologis	\$651,845

ITEM 4.13

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH O'DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Approve Amendment No. 2 to Professional Engineering Services Agreement with O'Dell Engineering, Inc. for the Historic Lathrop Beautification Project, CIP GG 24-23, and Approve Budget Amendment

SUMMARY:

Capital Improvement Project (CIP) GG 24-23 for Historic Lathrop Beautification (Project) consists of installing gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections and constructing a water fountain at Green Belt Park. On November 7, 2023, City Council approved a Professional Engineering Services Agreement (PSA) with O'Dell Engineering, Inc. (O'Dell Engineering) to design the gateway arches on 5th Street. The scope of work included preparation of civil, electrical, and architectural plans for the arches.

On February 12, 2024, City Council approved Amendment No. 1 to the PSA with O'Dell Engineering for completion of the improvement plans to the water fountain with landscape, electrical and structural components. Prior to beginning with construction of the Project, construction staking services are needed to map out the proposed improvements. Staff requested a proposal from O'Dell Engineering for construction staking services that include structural layout of the gateway arches and finish grade of the water fountain.

O'Dell Engineering provided a proposal for the additional surveying services for a total cost of \$27,565. Staff is requesting City Council approve Amendment No. 2 to the PSA with O'Dell Engineering for the construction staking of the gateway arches and water fountain.

Other construction special inspections of the gateway arch steel structures and concrete will also be needed during construction of CIP GG 24-23. The southerly gateway arch located near the Louise Avenue intersection is adjacent to the face of curb. To protect it from the vehicles, raised concrete islands will be constructed and new microsurfacing will be placed on 5th Street to accommodate striping enhancements from Mingo Way to Louise Avenue.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**APPROVE AMENDMENT NO. 2 TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH O'DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT**

Staff is also requesting City Council approve a budget amendment transferring \$100,000 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, to the Project to fund the construction staking, special inspection services, raised concrete islands and microsurfacing.

BACKGROUND:

On July 10, 2023, City Council created CIP GG 24-23 to install gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections and to construct a water fountain at the Green Belt Park. On November 7, 2023, City Council approved a PSA with O'Dell Engineering for design services to the gateway arches on 5th Street. To add the design of the water fountain and include landscape, electrical and structural components, City Council approved Amendment No. 1 with O'Dell Engineering.

O'Dell Engineering is currently drafting the improvement plans of the water fountain. The plans for the gateway arches were completed and a construction contract was awarded to Frontline General Engineering Construction, Inc. (Frontline) for construction of the gateway arches. Prior to starting construction of the gateway arches, construction staking services are needed to locate the proposed improvements. Staff requested a proposal from O'Dell Engineering for construction staking services that include the structural layout of the gateway arches and the finish grade of the water fountain once ready for construction.

O'Dell Engineering provided the proposal for the additional surveying services at a total cost of \$27,565. Staff is requesting City Council approve Amendment No. 2 to the PSA with O'Dell Engineering for the construction staking of the gateway arches and water fountain.

To ensure compliance with the International Building Code and the approved construction documents, special inspections are needed for the gateway arches. Special inspections include testing and inspection of materials, fabrication, and installation of the steel structures. The southerly gateway arch located near the Louise Avenue intersection is adjacent to the face of curb. To protect it from the vehicles, raised concrete islands will be constructed and new microsurfacing will be placed on 5th Street to accommodate striping enhancements from Mingo Way to Louise Avenue.

Staff is also requesting City Council approve a budget amendment transferring \$100,000 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, to the Project to fund the construction staking, special inspection services, raised concrete islands and microsurfacing.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENT NO. 2 TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH O’DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

Approval of Amendment No. 2 with O’Dell Engineering will allow completion of construction staking and allow Frontline to begin with construction of the gateway arches. Proposed Amendment No. 2 will also include survey services for the water fountain to prepare the Project for construction phase. The proposed budget amendment will provide funding to pay for the costs of Amendment No. 2, special inspections and construction of concrete islands and microsurfacing improvements.

FISCAL IMPACT:

The cost to complete the construction staking services for both the gateway arches and water fountain is not to exceed \$27,565. In addition, construction special inspections of the gateway steel structures, concrete and microsurfacing will be needed to complete the Project. Thus, staff is requesting City Council approve a budget amendment transferring \$100,000 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, as follows:

Increase Transfer Out 1060-9900-990-9010		\$100,000
Increase Transfer In 3010-9900-393-0000	GG 24-23	\$100,000
Increase Expenditures 3010-8000-420-12-00	GG 24-23	\$100,000

ATTACHMENTS:

- A. Resolution to Approve Amendment No. 2 to the Professional Services Agreement with O’Dell Engineering, Inc. for the Historic Lathrop Beautification Project, CIP GG 24-23, and to Approve Budget Amendment
- B. Amendment No. 2 to Professional Services Agreement with O’Dell Engineering, Inc. for the Historic Lathrop Beautification Project, CIP GG 24-23

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 TO PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH O'DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP
BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET
AMENDMENT

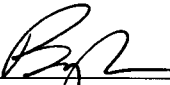
APPROVALS:



Angel Abarca
Assistant Engineer

10/3/2024

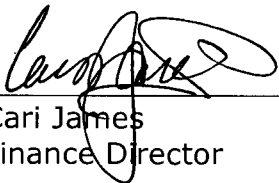
Date



Brad Taylor
City Engineer

10/3/2024

Date



Cari James
Finance Director

10/1/2024


Date



Michael King
Assistant City Manager

10.3.2024

Date



Salvador Navarrete
City Attorney

10.7.2024

Date



Stephen J. Salvatore
City Manager

10.8.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AMENDMENT NO. 2 TO PROFESSIONAL ENGINEERING SERVICES WITH O'DELL ENGINEERING, INC. FOR THE LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND TO APPROVE BUDGET AMENDMENT

WHEREAS, Capital Improvement Project (CIP) GG 24-23 for Historic Lathrop Beautification (Project) consists of installing gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections and constructing a water fountain on the Green Belt Park; and

WHEREAS, on November 7, 2023, the City of Lathrop contracted O'Dell Engineering, Inc. (O'Dell Engineering) to provide professional engineering services to design the gateway arches on 5th Street; and

WHEREAS, on February 12, 2024, City Council approved Amendment No. 1 to the professional engineering services with O'Dell Engineering for completion of the improvement plans to the water fountain with landscape, electrical and structural components; and

WHEREAS, prior to beginning with construction of the Project, construction staking services are needed to map out the proposed improvements; and

WHEREAS, staff requested and received a proposal from O'Dell Engineering to provide construction staking services for a total cost of \$27,565 that include structural layout of the gateway arches and finish grade of the water fountain; and

WHEREAS, staff is requesting City Council approve Amendment No. 2 to the professional engineering services with O'Dell Engineering for the construction staking of the gateway arches and water fountain; and

WHEREAS, in addition to Amendment No. 2, construction special inspections of the gateway arch steel structures and concrete will be needed during construction of CIP GG 24-23; and

WHEREAS, the southerly gateway arch located near the Louise Avenue intersection is adjacent to the face of curb. To protect it from the vehicles, raised concrete islands will be constructed and new microsurfacing will be placed on 5th Street to accommodate striping enhancements from Mingo Way to Louise Avenue; and

WHEREAS, construction special inspections of the gateway steel structures, concrete and microsurfacing will be needed to complete the Project. Thus, staff is requesting City Council approve a budget amendment transferring \$100,000 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, as follows:

Increase Transfer Out 1060-9900-990-9010		\$100,000
Increase Transfer In 3010-9900-393-0000	GG 24-23	\$100,000
Increase Expenditures 3010-8000-420-12-00	GG 24-23	\$100,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approves Amendment No. 2 to the Professional Services Agreement with O'Dell Engineering, Inc. for the Historic Lathrop Beautification Project, CIP GG 24-23; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$100,000 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, as detailed above.

The foregoing resolution was passed and adopted this 14th day of October, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

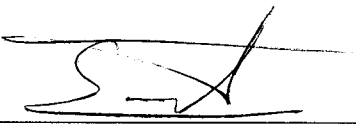
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 2**TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH O'DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23**

This Amendment No. 2 (hereinafter "AMENDMENT") to the agreement between O'Dell Engineering and the City of Lathrop dated November 7, 2023, (hereinafter "AGREEMENT") dated for convenience this October 14, 2024, is by and between **O'Dell Engineering, Inc.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Professional Surveying Services to the Historic Lathrop Beautification Project, CIP GG 24-23; and

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

WHEREAS, on November 7, 2023, staff approved the AGREEMENT with O'Dell Engineering, Inc. to provide Professional Design Services in the amount of \$56,640; and

WHEREAS, on February 12, 2024, staff approved the Amendment No.1 with O'Dell Engineering, Inc. to provide Professional Design Services in the amount of \$69,151; and

WHEREAS, the City requested and Consultant provided a proposal for construction staking services to the Historic Lathrop Beautification Project for a total cost of \$27,565; and

WHEREAS, CONSULTANT is willing to render such Professional Surveying Services for the Historic Lathrop Beautification Project, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT No. 2 to AGREEMENT

- (1) **Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended to the following:**

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee proposal submitted by the CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference.

The aforementioned work is in addition to the scope of work in the original AGREEMENT dated November 7, 2023 and Amendment No. 1 dated February 12, 2024 for Professional Engineering Consulting Services for the Historic Lathrop Beautification Project, CIP GG 24-23. The scope of work is hereby amended by adding Exhibit “A”. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY’S satisfaction.

(2) Compensation. Section (2) of the Agreement for Consulting Services is hereby amended to add the following:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$27,565** for the professional services set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT No. 2 is October 14, 2024 and it shall terminate no later than June 30, 2025. 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 November 7, 2023 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

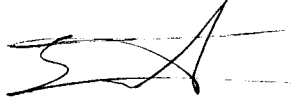
(5) Signatures

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

CITY OF LATHROP – O'DELL ENGINEERING
AMENDMENT NO. 2 FOR HISTORIC LATHROP BEAUTIFICATION, CIP GG 24-23

Approved as to Form:

City of Lathrop
City Attorney



10.7.2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved By:
(Resolution # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

O'Dell Engineering
1165 Scenic Drive, Suite A
Modesto, CA 95350

Federal Tax ID # 77-0416824
Business License # 20062

Date

Print Name and Title

PROPOSAL

Surveying ♦ QSD/QSP

ENGINEERING
a Westwood company

To: Estimating Team
From: Josh Cox
Re: Lathrop Gateway Arches – Construction Surveying Proposal

September 26, 2024

We are pleased to submit our proposal for the above referenced project. Our surveying services are comprised of the following:

1. **Demo Limits: Limited to (1) mobilization**
 - a. Stake actuals at demo limits.
2. **Structure Layout: Limited to (3) mobilizations**
 - a. Provide offsets to centerline pier, with grades to top of footing.
 - b. Provide offsets to corners of footing with grades to top of footing
 - c. Provide as-built of embeds and provide exhibit to contractor.
3. **Finish Grade: Limited to (1) mobilization**
 - a. **Curbs**- face of curb at 33' intervals, changes in direction, radius points, and grade breaks. Grades to top of curb.
 - b. **Flatwork**- offsets to edge of concrete at 33' intervals including changes in direction with grades to finish surface.

Lump Sum Fee \$12,770.00

Conditions:

CA License # PLS 7788. SB 854 Registration # 1000005103. Proposal is based on staking each item in its entirety. Re-staking and additional work will be billed at the attached rates:

Should you have any questions or comments please contact me.
Thank You,



Josh Cox
Josh.Cox@westwoodps.com



FEE SCHEDULE FOR SERVICES
2024 – California - PW

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I.....	\$110.00
Survey Tech II	\$125.00
Survey Tech III.....	\$140.00
Survey Tech IV	\$160.00
Survey Tech V.....	\$180.00
Survey Tech VI	\$195.00
Survey Field I	\$190.00
Survey Field II.....	\$190.00
Survey Field III	\$230.00
Survey Field IV.....	\$250.00
Survey Field V	\$170.00
Survey Field VI.....	\$230.00
Survey Field VII	\$240.00
Graduate Surveyor I.....	\$145.00
Graduate Surveyor II	\$155.00
Graduate Surveyor III.....	\$165.00
Surveyor I.....	\$160.00
Surveyor II	\$180.00
Surveyor III	\$205.00
Surveyor IV	\$225.00
Surveyor V.....	\$240.00
Surveyor VI	\$255.00
Remote Sensing Field Tech I.....	\$90.00
Remote Sensing Field Tech II	\$120.00
Remote Sensing Field Tech III	\$130.00
Remote Sensing Field Tech IV	\$150.00
Remote Sensing Field Tech V.....	\$165.00
Remote Sensing Field Tech VI	\$180.00
Remote Sensing Field Tech VII.....	\$190.00
Remote Sensing Field Tech VIII.....	\$205.00
Remote Sensing Tech I	\$130.00
Remote Sensing Tech II.....	\$145.00
Remote Sensing Tech III	\$165.00

Remote Sensing Tech IV.....	\$175.00
Remote Sensing Tech V.....	\$190.00
Remote Sensing Tech VI.....	\$220.00
Engineering Tech I.....	\$105.00
Engineering Tech II.....	125.00
Engineering Tech III.....	\$140.00
Engineering Tech IV.....	\$155.00
Engineering Tech V.....	\$165.00
Engineering Tech VI.....	\$180.00
Engineering Tech VII.....	\$200.00
Graduate Engineer I.....	\$150.00
Graduate Engineer II.....	\$160.00
Graduate Engineer III.....	\$170.00
Graduate Engineer IV.....	\$180.00
Engineer I.....	\$185.00
Engineer II.....	\$195.00
Engineer III.....	\$210.00
Engineer IV.....	\$230.00
Engineer V.....	\$260.00
Engineer VI.....	\$275.00
Engineer VII.....	\$290.00
Environmental Scientist I.....	\$120.00
Environmental Scientist II.....	\$135.00
Environmental Scientist III.....	\$150.00
Environmental Scientist IV.....	\$165.00
Environmental Scientist V.....	\$185.00
Environmental Scientist VI.....	\$200.00
Environmental Scientist VII.....	\$225.00
Environmental Scientist VIII.....	\$245.00
Environmental Field I.....	\$105.00
Environmental Field II.....	\$115.00
Environmental Field III.....	\$125.00
GIS I.....	\$100.00
GIS II.....	\$115.00
GIS III.....	\$130.00
GIS IV.....	\$145.00
GIS V.....	\$170.00
GIS VI.....	\$185.00
GIS VII.....	\$195.00
GIS VIII.....	\$205.00
Graduate Landscape Designer I.....	\$145.00
Graduate Landscape Designer II.....	\$155.00
Graduate Landscape Designer III.....	\$165.00
Landscape Architect I.....	\$160.00
Landscape Architect II.....	\$170.00
Landscape Architect III.....	\$180.00
Landscape Architect IV.....	\$200.00
Landscape Architect V.....	\$220.00

Landscape Architect VI.....	\$240.00
Admin I.....	\$115.00
Admin II.....	\$125.00
Admin III.....	\$135.00
Admin IV.....	\$150.00
Admin V.....	\$165.00
Intern I.....	\$90.00
Intern II.....	\$110.00
Intern III.....	\$130.00
Assistant Project Manager I.....	\$190.00
Assistant Project Manager II.....	\$205.00
Assistant Project Manager III.....	\$215.00
Project Manager I.....	\$200.00
Project Manager II.....	\$225.00
Project Manager III.....	\$245.00
Project Manager IV.....	\$265.00
Project Manager V.....	\$285.00
Project Manager VI.....	\$300.00
Project Manager VII.....	\$315.00
1 Person Geospatial Crew (w/Truck).....	\$165.00
Drafter I.....	\$105.00
Drafter II.....	\$125.00
Drafter III.....	\$140.00
Drafter IV.....	\$155.00
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing	\$600.00+
Specialized Geospatial Equipment – Per Day Use	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

PROPOSAL

Surveying ♦ QSD/QSP



To: Estimating Team
From: Josh Cox
Re: Fountain at Green Belt Park – Construction Surveying Proposal

September 26, 2024

We are pleased to submit our proposal for the above referenced project. Our surveying services are comprised of the following:

1. **Rough Grade:**
 - a. Stake offsets to limit of work
 - b. Stake high points, low points, and ridge lines.
 - c. Stake center of new fountain.
2. **Utilities:**
 - a. **Sanitary Sewer**-offsets at 50' intervals, point of connection, cleanouts, and building laterals. Grades to invert and rim.
 - b. **Domestic Water**- offsets at 100' intervals including changes in direction and a point 5' from building connection, no grades for mainline.
 - c. **Underground Fountain Vault**- provide offsets to corners of underground fountain vault with grades to finish surface.
 - d. **Electrical**- provide offsets to the center of each bollard light. Approximately (10) bollard lights.
3. **Structure Layout:**
 - a. Provide offsets to face of wall with grades to finish surface, for various seat walls and fountain walls.
4. **Finish Grade:**
 - a. **Flatwork**- offsets to edge of concrete at 33' intervals including changes in direction with grades to finish surface.

Lump Sum Fee \$14,795.00 & limited to (5) mobilizations

Conditions:

CA License # PLS 7788. SB 854 Registration # 1000005103. Proposal is based on contractor providing CAD files, project control, and staking each item in its entirety. Re-staking and additional work will be billed at the attached rates:

Should you have any questions or comments please contact me.
Thank You,

Josh Cox
Josh.Cox@westwoodps.com

FEE SCHEDULE FOR SERVICES
2024 – California - PW

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I.....	\$110.00
Survey Tech II	\$125.00
Survey Tech III.....	\$140.00
Survey Tech IV	\$160.00
Survey Tech V.....	\$180.00
Survey Tech VI	\$195.00
Survey Field I	\$190.00
Survey Field II.....	\$190.00
Survey Field III	\$230.00
Survey Field IV.....	\$250.00
Survey Field V	\$170.00
Survey Field VI.....	\$230.00
Survey Field VII	\$240.00
Graduate Surveyor I.....	\$145.00
Graduate Surveyor II	\$155.00
Graduate Surveyor III.....	\$165.00
Surveyor I	\$160.00
Surveyor II	\$180.00
Surveyor III	\$205.00
Surveyor IV	\$225.00
Surveyor V	\$240.00
Surveyor VI	\$255.00
Remote Sensing Field Tech I.....	\$90.00
Remote Sensing Field Tech II	\$120.00
Remote Sensing Field Tech III	\$130.00
Remote Sensing Field Tech IV	\$150.00
Remote Sensing Field Tech V.....	\$165.00
Remote Sensing Field Tech VI	\$180.00
Remote Sensing Field Tech VII.....	\$190.00
Remote Sensing Field Tech VIII.....	\$205.00
Remote Sensing Tech I	\$130.00
Remote Sensing Tech II.....	\$145.00
Remote Sensing Tech III	\$165.00

Remote Sensing Tech IV.....	\$175.00
Remote Sensing Tech V.....	\$190.00
Remote Sensing Tech VI.....	\$220.00
Engineering Tech I.....	\$105.00
Engineering Tech II.....	125.00
Engineering Tech III.....	\$140.00
Engineering Tech IV.....	\$155.00
Engineering Tech V.....	\$165.00
Engineering Tech VI.....	\$180.00
Engineering Tech VII.....	\$200.00
Graduate Engineer I.....	\$150.00
Graduate Engineer II.....	\$160.00
Graduate Engineer III.....	\$170.00
Graduate Engineer IV.....	\$180.00
Engineer I.....	\$185.00
Engineer II.....	\$195.00
Engineer III.....	\$210.00
Engineer IV.....	\$230.00
Engineer V.....	\$260.00
Engineer VI.....	\$275.00
Engineer VII.....	\$290.00
Environmental Scientist I.....	\$120.00
Environmental Scientist II.....	\$135.00
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Environmental Scientist IV.....	\$165.00
Environmental Scientist V.....	\$185.00
Environmental Scientist VI.....	\$200.00
Environmental Scientist VII.....	\$225.00
Environmental Scientist VIII.....	\$245.00
Environmental Field I.....	\$105.00
Environmental Field II.....	\$115.00
Environmental Field III.....	\$125.00
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Graduate Landscape Designer II.....	\$155.00
Graduate Landscape Designer III.....	\$165.00
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Landscape Architect II.....	\$170.00
Landscape Architect III.....	\$180.00
Landscape Architect IV.....	\$200.00
Landscape Architect V.....	\$220.00

Landscape Architect VI.....	\$240.00
Admin I.....	\$115.00
Admin II.....	\$125.00
Admin III.....	\$135.00
Admin IV.....	\$150.00
Admin V.....	\$165.00
Intern I.....	\$90.00
Intern II.....	\$110.00
Intern III.....	\$130.00
Assistant Project Manager I.....	\$190.00
Assistant Project Manager II.....	\$205.00
Assistant Project Manager III.....	\$215.00
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Project Manager III.....	\$245.00
Project Manager IV.....	\$265.00
Project Manager V.....	\$285.00
Project Manager VI.....	\$300.00
Project Manager VII.....	\$315.00
1 Person Geospatial Crew (w/Truck).....	\$165.00
Drafter I.....	\$105.00
Drafter II.....	\$125.00
Drafter III.....	\$140.00
Drafter IV.....	\$155.00
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing.....	\$600.00+
Specialized Geospatial Equipment – Per Day Use.....	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

ITEM 4.14

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PURCHASE OF SWARCO MCCAIN, INC. AND ITERIS, INC. PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Approve the Purchase of Swarco McCain Inc. and Iteris, Inc. Products for the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01 and Approve Budget Amendment

SUMMARY:

On July 11, 2022, Council approved the creation of Capital Improvement Project (CIP) PS 23-01 for the City-Wide Traffic Systems and Safety Upgrades Project. This project aims to maintain and improve the reliability, safety, and functionality of various traffic control devices throughout the City. Two traffic signals on Lathrop Road and two on Louise Avenue, located at the Interstate 5 Interchanges, are operated by Caltrans. Since these Caltrans Signals directly impact the reliability and functionality of the City's traffic network, staff has been working with Caltrans to obtain approval for the City to take over their operation and maintenance.

Before assuming responsibility, the Caltrans Signals will need to be retrofitted with City Standard equipment to ensure reliability and consistency with all other City traffic signals. Staff has received quotes from Swarco McCain, Inc. for six Flex ATC Traffic Signal Controllers and from Iteris, Inc. for two Vantage Next CCUs, both of which include all necessary components for installation (see Attachment "B"). Additionally, approximately \$120,000 is needed for miscellaneous equipment, such as surveillance cameras, license plate readers, radios for communication, and communication switches.

Staff requests that Council approve the purchase from Swarco and Iteris for a total cost of \$65,813.15. Staff also requests approval for a budget amendment in the amount of \$200,000 from the General Fund Street Reserves (1010). The remaining funds after the purchase of the controllers will be used for other items to further advance the project goals of CIP PS 23-01.

BACKGROUND:

On July 11, 2022, Council approved the creation of CIP PS 23-01 for City-Wide Traffic Systems and Safety Upgrades. These upgrades include the replacement of obsolete traffic controllers, the installation of video and radar detection systems, communication upgrades, and safety enhancements such as guard rails, signs, striping, and bicycle facilities. A key component of this project is to enhance traffic signal technology throughout the City to promote mobility, safety, and visibility.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF SWARCO MCCAIN, INC. AND ITERIS, INC.
PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES
PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT**

The two traffic signals on Lathrop Road and two on Louise Avenue, operated by Caltrans, directly affect the reliability and functionality of the City's traffic network. Therefore, staff is working with Caltrans to secure approval for the City to take over the operation and maintenance of these signals.

City Standards require new signal installations to be equipped with a Flex ATC Controller and an Iteris Next Vector detection system. Currently, the Caltrans Signals use loop detection and older model controllers, such as the McCain 2070E Controller, which are less reliable and lack the connectivity and functionality of the Flex ATC Controller. These older models will also be unsupported by the manufacturer in the near future. Additionally, the Caltrans Signals require installation of surveillance cameras, license plate readers, and network components.

The installation of the Flex ATC Controllers, Iteris Next Vector detection system, and other miscellaneous equipment will ensure that all traffic signals in the City have uniform capabilities, reliability, and the ability to connect through the City's network for remote timing, maintenance, alerts, data, and visibility.

Staff has received quotes from Swarco for six Flex ATC Traffic Signal Controllers and from Iteris for two Vantage Next CCUs, both of which include all necessary components for installation (see Attachment "B"). As these products are proprietary, Swarco and Iteris have provided Sole Source Documentation (included as Attachment "C"). The miscellaneous equipment needed totals approximately \$120,000.

Staff requests that Council approve the purchase from Swarco and Iteris for a total cost of \$65,813.15. Staff also requests approval for a budget amendment in the amount of \$200,000 from the General Fund Street Reserves (1010). The remaining funds after the purchase of the controllers will be utilized for other products to advance the project goals of CIP PS 23-01.

RECOMMENDATION:

A key component of the City-Wide Traffic Systems and Safety Upgrade Project is to enhance the traffic signal technology throughout the City, which will improve traffic flow and level of service.

FISCAL IMPACT:

The purchase of the Swarco and Iteris products listed in Attachment "B" has a cost of \$65,813.15. Staff request Council also approve a budget amendment in the amount of \$200,000 from the General Fund Street Repair Reserves (1010):

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF SWARCO MCCAIN, INC. AND ITERIS, INC.
PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES
PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT

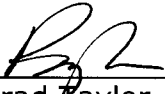
Decrease General Fund Street Reserve		
1010-251-03-00		\$200,000
Increase Transfer Out		
1010-9900-990-9010		\$200,000
Increase Transfer In		
3310-9900-393-0000	PS 23-01	\$200,000
Increase Expenditures		
3310-8000-430-37-00 (Materials)	PS 23-01	\$200,000

ATTACHMENTS:

- A. Resolution to Approve the Purchase and Swarco McCain Inc. and Iteris, Inc. Products for the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01 and Approve Budget Amendment
- B. Quotes – Swarco, Inc. and Iteris, Inc.
- C. Sole Source Letter – Swarco, Inc. and Iteris, Inc.

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF SWARCO MCCAIN, INC. AND ITERIS, INC.
PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES
PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT

APPROVALS:



Brad Taylor
City Engineer

9/26/2024
Date



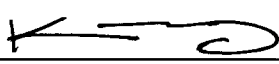
Tony Fernandes
Information Systems Director

10-8-2024
Date



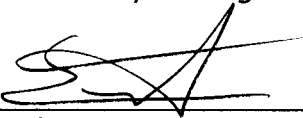
Cari James
Finance Director

10/9/2024
Date



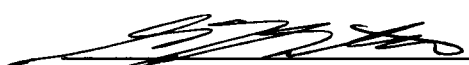
Michael King
Assistant City Manager

10-9-2024
Date



Salvador Navarrete
City Attorney

10-3-2024
Date



Stephen J. Salvatore
City Manager

10-9-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE PURCHASE OF SWARCO MCCAIN INC. AND ITERIS, INC. PRODUCTS FOR THE CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT

WHEREAS, on July 11, 2022 Council approved the creation of Capital Improvements Project (CIP) PS 23-01 for City-Wide Traffic Systems and Safety Upgrades; and

WHEREAS, a component of this project is to improve the traffic signal technology throughout the City to promote mobility, safety and visibility; and

WHEREAS, two traffic signals on Lathrop Road and two traffic signals on Louise Avenue, located at the Interstate 5 Interchanges, are operated by Caltrans (Caltrans Signals). The Caltrans Signals can have a direct impact to the reliability and function of the City's traffic network, therefore, staff worked with and is expecting approval from Caltrans to take over operation and maintenance of the four traffic signals; and

WHEREAS, prior to taking over operation and maintenance, the Caltrans Signals will need to be retrofitted with the City Standard equipment to ensure reliability and consistency with all other City traffic signals; and

WHEREAS, staff received quotes from Swarco McCain, Inc. (Swarco) for six (6) Flex ATC Traffic Signal Controllers and from Iteris, Inc. (Iteris) for two (2) Vantage Next CCUs, both with all necessary components to install the equipment; and

WHEREAS, these products are proprietary; therefore, Swarco and Iteris have provided Sole Source Documentation, as shown in the City Manager's Report dated, October 9, 2023; and

WHEREAS, additionally, approximately \$120,000 is needed for miscellaneous equipment, such as surveillance cameras, license plate readers, radios for communication, and communication switches; and

WHEREAS, staff requests Council approve the purchases from Swarco and Iteris for a total cost of \$65,813.15; and

WHEREAS, staff requests that Council also approve a budget amendment in the amount of \$200,000 from the General Fund Street Reserves (1010). The remaining funds after the purchase of the controllers will be utilized for other products to advance the project goals of CIP PS 23-01:

Increase Transfer Out 1010-9900-990-9010		\$200,000
Increase Transfer In 3310-9900-393-0000	PS 23-01	\$200,000
Increase Expenditures 3310-8000-430-37-00 (Materials)	PS 23-01	\$200,000
Decrease Reserve 1010-251-03-00		\$200,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the purchase of the Swarco McCain, Inc. and Iteris, Inc. Products listed in Attachment "B" of the City Manager's Report dated, October 14, 2024 for an amount of \$65,813.15; and

BE IT FURTHER RESOLVED, that City Council of the City of Lathrop does hereby approve a budget amendment transferring funds from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14th day of October, 2024, 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



QUOTATION

Quote #: JLP090324A
Agency: Lathrop City of
Job Name: Flex w/ Transparency
Bid Date: 9/3/24

Estimator: Jennifer Phelan
 (760)734-5050
 jennifer.phelan@swarco.com

Bid Item	Qty	Description	Price	Extension
	6	FLEX RACK MOUNT CONTROLLER, WIFI, CALTRANS w/OMNI	\$3,537.57	\$21,225.42
	6	TRANPARITY, SINGLE INTERSECTION LICENSE	\$1,200.00	\$7,200.00
	4	CMU, 2010ECLIP W/10/100 ETHERNET PORT, EDI	\$1,136.00	\$4,544.00

*turn on support and timing conversions not included. Customer is responsible for ensuring that communications and detection is operational and for providing the network scheme, as applicable.

8.25% tax *subject to change	\$2,719.98
Reference Total	\$35,689.40

Prices firm for 90 days. Freight included. Add sales tax.
 Sale is subject to Swarco's standard terms and conditions.
 The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.
 If you received this in error, please contact the sender and delete the material from any computer.



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Carly Randazzo
+19496483022
crandazzo@iteris.com

EQUIPMENT QUOTATION
Quote #00015858

September 13, 2024

Brad Taylor Lathrop California btaylor@ci.lathrop.ca.us	Agency: Lathrop, City of Project Name: Spare Parts Next Contractor: Reference: Spare Parts Next
Delivery Term: FOB Destination Payment Terms: NET 30 Days	

Fax or email Purchase Orders to: Roadway Sales Support, 949-270-9615 or RS-Sales-Support@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Product Name	Product Description	Qty	Unit Price	Ext. Price
Lens Adjustment Module	Module to adjust Iteris Detection Systems	1		
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	2		
NEXT-CCU-PAK	Vantage Next CCU Unit 1U box supports up to 2 NEXT DVPs ordered separately includes NEXT CCU SHIPKIT NEMA cabinet mounting bracket 2 4GHz rubber duck antenna USB optical mouse 6 ft HDMI cable 5 ft Cat5e patch cable 4 x 3 ft Cat5e patch cables screwdriver insulated crimp on ground lug 6 ft power cord	2		
NEXT-DVP	MODULE ASSEMBLY, DUAL VIDEO PROCESSOR, NEXT	4		
NEXT-RAD-SURGE-4	Surge panel box for Next and Radius systems. Provides additional surge protection for 4 lines using RJ45 connections.	2		
TS2CABLE-2070-7	7 foot long SDLC adapter cable 25 pin to 15 pin D SUB ABW16578-002	2		
				\$27,700.00

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

Authorized Signature:

Carly Randazzo

SUBTOTAL	\$27,700.00
FREIGHT	Allowed
TAX	\$2,423.75
TOTAL	\$30,123.75

Brad Taylor
City of Lathrop
390 Towne Centre Dr
Lathrop, CA 95330

September 13, 2024

Subject: Sole Source

Dear Mr. Taylor,

Please be advised, that at this time, SWARCO McCain offers the FLeX Controller, OMNI & Transparency Software as the sole source manufacturer, at a reasonable price.

The ATC FLeX controller represents the latest design in the Swarco McCain's ATC eX series of advanced transportation controllers, with a compact design offering speed and performance for any ATC, Caltrans or NEMA cabinet configuration.

We trust this information meets with your approval. Please do not hesitate to call/email if additional information is needed or if you have any questions or concerns. Thank you for the opportunity to supply your traffic equipment needs.

Sincerely,



Jennifer Phelan
Senior Account Manager
SWARCO McCain, Inc.
P: 760.734.5050
Jennifer.phelan@swarco.com



949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

September 13, 2024

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Re: Sole Source Documentation

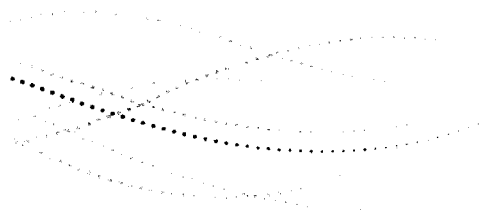
To Whom It May Concern:

Iteris is pleased to notify you that it is the sole distributor of Iteris-manufactured products, including our Apex Detection System, to public agencies in California. The City of Lathrop is considered an agency in this defined geographic region. Please feel free to reach out with any questions to Carly Randazzo, Regional Director of Sales at Iteris.

Sincerely,

Carly Randazzo

Carly Randazzo
Regional Sales Director- Western US
949-648-3022
crandazzo@iteris.com



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ITEM 4.15

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE CONTRACT CHANGE ORDER NO. 2 WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Approve Contract Change Order No. 2 with DSS Company dba Knife River Construction for Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 and Approve Budget Amendment

SUMMARY:

On July 8, 2024, City Council awarded a construction contract to DSS Company, dba Knife River Construction (Knife River) for construction of Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 (Project). The Project consists of improvements to the structural and wearing courses of Yosemite Avenue. Installation of additional pavement reinforcing fabric (Glas Grid) has been identified as necessary to the repair of Yosemite Avenue.

The City requested and Knife River provided proposed Contract Change Order No. 2 (CCO 2) for the subject services at a cost of \$222,414. CCO 2 is included as Attachment B. Knife River's price for the additional 140,600 square feet of Glas Grid is \$.14 per square foot less than the contract price, representing a discount of \$19,684.

Staff requests City Council approve CCO 2 with Knife River for a not to exceed amount of \$222,414 for the additional Glas Grid for the Project.

Proposed CCO 2 exceeds the Project's remaining construction contingency. Staff therefore also requests City Council approve a budget amendment transferring \$223,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed in the Fiscal Impact Section of this report.

BACKGROUND:

On February 12, 2024, City Council approved the creation of Yosemite Avenue Pavement Rehabilitation, Capital Improvement Project (CIP) PS 24-31 (Project) to provide improvements to the structural and wearing courses of Yosemite Avenue.

On July 8, 2024, City Council awarded a construction contract to Knife River for construction the Project. The Project will repair damage to the base layer and resurface large portions of the road between SR 120 and the eastern city limits.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT CHANGE ORDER NO. 2 WITH DSS COMPANY DBA KNIFE
RIVER CONSTRUCTION FOR YOSEMITE AVENUE PAVEMENT
REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT

While performing dig-outs and other structural improvements, the contractor encountered more areas of failed road base than were accounted for during the design phase. The City chose to install additional Glas Grid to reinforce the discovered areas of failed road base.

REASON FOR RECOMMENDATION:

Approval of the proposed change order with Knife River will allow the Project to continue without interruption and provide a more robust repair to this important arterial road.

FISCAL IMPACT:

Staff is requesting City Council approve a budget amendment transferring \$223,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:


Decrease Street Repair Reserves 1010-251-03-00		\$223,000
Increase Transfer Out 1010-9900-990-9010		\$223,000
Increase Transfer In 3310-9900-393-0000	PS 24-31	\$223,000
Increase Appropriation 3310-8000-420-1200	PS 24-31	\$223,000

ATTACHMENTS:

- A. Resolution Approving Contract Change Order No. 2 with DSS Company dba Knife River Construction for Yosemite Avenue Pavement Rehabilitation, CIP PS 24-31 And Approving Budget Amendment
- B. Change Order No. 2 with DSS Company dba Knife River Construction

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT CHANGE ORDER NO. 2 WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT

APPROVALS:



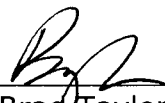
Steven Hollenbeak
Assistant Engineer

9.18.24
Date



Ken Reed
Senior Construction Manager

9-19-2024
Date



Brad Taylor
City Engineer

9/23/2024
Date



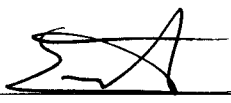
Cari James
Finance Director

9/26/2024
Date



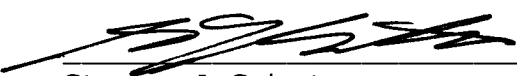
Michael King
Assistant City Manager

9.25.2024
Date



Salvador Navarrete
City Attorney

9-26-2024
Date



Stephen J. Salvatore
City Manager

10-2-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CONTRACT CHANGE ORDER NO. 2 WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVING BUDGET AMENDMENT

WHEREAS, on February 12, 2024, City Council approved the creation of Yosemite Avenue Pavement Rehabilitation, Capital Improvement Project (CIP) PS 24-31 (Project) to provide improvements to the structural and wearing courses of Yosemite Avenue; and

WHEREAS, on July 8, 2024, City Council awarded a construction contract to DSS Company, dba Knife River Construction (Knife River) for construction of the Project; and

WHEREAS, staff is requesting City Council approve proposed Contract Change Order No. 2 (CCO 2) with Knife River for an amount not to exceed \$222,414; and

WHEREAS, CCO 2 consists of labor and materials to install an additional amount of fiberglass pavement reinforcing fabric to strengthen the new paving in areas of previously unanticipated base damage; and

WHEREAS, staff is also requesting City Council approve a budget amendment transferring \$223,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

Decrease Street Repair Reserves 1010-251-03-00		\$223,000
Increase Transfer Out 1010-9900-990-9010		\$223,000
Increase Transfer In 3310-9900-393-0000	PS 24-31	\$223,000
Increase Appropriation 3310-8000-420-1200	PS 24-31	\$223,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves CCO 2 with Knife River for an amount not to exceed \$222,414; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$223,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14th day of October, 2024, 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

CHANGE ORDER NO. 2

Yosemite Ave Pavement Rehabilitation,
CIP PS 24-31

City of Lathrop

CONTRACT CHANGE ORDER NO. 2

Yosemite Ave Pavement Rehabilitation, CIP PS 24-31

Contractor: DSS Company dba Knife River Construction
Address: 655 W. Clay St., P.O. Box 6099
 Stockton, CA 95206
Change Order Date: October ____, 2024
Notice to Proceed Date: August 26, 2024
Contract Execution Date: July 8, 2024

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and the proposals attached as Exhibit A, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **DSS Company dba Knife River Construction** dated **July 8, 2024**.

I. CHANGES IN THE SPECIFICATIONS

A. None

II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT

PCO #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
02	Tensar GlasGrid	-68,400	SF	\$1.79	(\$122,436.00)
02	Tensar GlasGrid (revised)	209,000	SF	\$1.65	\$344,850.00
SUBTOTAL					\$222,414.00
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER					\$222,414.00
TOTAL ADDITIONAL COST FROM CHANGE ORDER #1					\$61,575.00
ORIGINAL CONTRACT AMOUNT					\$872,030.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #2					\$1,156,019.00

(END OF CHANGES)

CHANGE ORDER NO. 2

**Yosemite Ave Pavement Rehabilitation,
CIP PS 24-31**

City of Lathrop

DESCRIPTION OF WORK

See "II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT." The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order. Works to be performed are detailed in attached Exhibit A.

TIME OF COMPLETION

CCO #2 will not increase the time frame of the original contract.

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 2.

Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

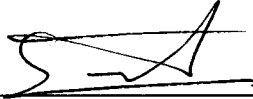
(END OF SECTION)

CHANGE ORDER NO. 2

Yosemite Ave Pavement Rehabilitation,
CIP PS 24-31

City of Lathrop

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

9-26-2024
Date

Recommended
By:

Michael King
Assistant City Manager
City of Lathrop

Date

Approved By:
Resolution No.:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Accepted By
Contractor:

DSS Company dba Knife River Construction

Date

Print Name and Title



**PROPOSED CHANGE ORDER
NO. 002**

SUBJECT: GlasGrid Unit Cost Revision **DATE:** 09/03/24
PROJECT: Yosemite Ave Pavement Rehabilitation **JOB NO:** 57241844
TO: City of Lathrop - Department of Public Works **FROM:** Revae Martinez
 390 Towne Centre Drive
 Lathrop, CA 95330
ATTN: Ken Reed

DESCRIPTION

Deducts for the original GlasGrid quantity that is replaced with the new unit costs and updated quantities shown below.

ITEM	DESCRIPTION	QTY	UM	UNIT	TOTAL
008	Tensar GlasGrid	-68400	SF	\$1.79	(\$122,436.00)
8R	GlasGrid (revised)	209000	SF	\$1.65	\$344,850.00

TOTAL AMOUNT	\$222,414.00
---------------------	---------------------

APPROVAL

BY: _____
 Ken Reed

DATE: _____

BY: Revae Martinez
 Revae Martinez

DATE: 09/03/2024

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**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AMENDMENT NO. 3 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 3 to the Professional Services Agreement with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36**

SUMMARY:

On January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design. In April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project. Also, in August 2023, Amendment No. 2 with Carollo was approved to provide grant administration support services and to increase the target drilling depth of a new monitoring well.

Staff is proposing to advance the supplemental geochemical testing to evaluate whether pH adjustment of the water is required, which could result in a potential cost savings of \$1.2M if it is determined this can be eliminated.

Staff is requesting City Council approve Amendment No. 3 in the amount of \$198,476 with Carollo. Sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.

BACKGROUND:

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply historically has been reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs. An ASR project allows for improved reliability of the City's water supplies by pumping and storing surface water purchased from the SSJID during wet seasons into the ground for subsequent recovery and use during dry seasons, times of drought, or water supply shortage.

On December 12, 2022, Council approved a resolution authorizing a grant application, acceptance and execution for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP) administered by the Department of Water Resources (DWR).

CITY MANAGER'S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 3 WITH CAROLLO ENGINEERS, INC. FOR
AQUIFER STORAGE AND RECOVERY, CIP PW 22-36

On June 9, 2023 DWR issued the Award Notification to the City to inform that the City of Lathrop was awarded \$4,500,000 for the UCDRGP.

On August 14, 2023, Council approved Amendment No. 2 with Carollo for the additional tasks needed for grant administration support and to add additional depth for a second monitoring well.

Carollo has completed the draft Basis of Design Report which recommends supplemental geochemical testing to confirm if pH adjustment is required. The cost of this work was originally intended to have been part of the drilling construction contract, but it makes better sense now to complete this as a separate work element (before the new well is drilled). If the sampling does confirm that pH adjustment is not required, then it will result in a significant cost savings.

REASON FOR RECOMMENDATION:

Amendment No. 3 with Carollo is requested to provide supplemental geochemical testing and analysis of the aquifer to evaluate whether pH adjustment is required, which could result in an estimated cost savings of \$1.2M if it is determined that it can be eliminated.

FISCAL IMPACT:

The cost of Amendment No. 3 to provide the supplemental geochemical testing is \$198,476. Sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 3 with Carollo Engineers, Inc., for Aquifer and Storage Recovery Well Design Services, CIP PW 22-36
- B. Amendment No. 3 with Carollo Engineers, Inc. for Aquifer Storage and Recovery Well Design Services, CIP PW 22-36

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR AQUIFER AND STORAGE RECOVERY, CIP PW 22-36

WHEREAS, on January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design; and

WHEREAS, in April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project; and

WHEREAS, on August 14, 2023, Council approved Amendment No. 2 with Carollo for the additional tasks needed for grant administration support and to add additional depth for a second monitoring well; and

WHEREAS, Amendment No. 3 with Carollo is requested to provide supplemental geochemical testing and analysis of the aquifer to evaluate whether pH adjustment is required, which could result in a potential capital cost savings of \$1.2M if it is determined they could be eliminated; and

WHEREAS, sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.


NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Amendment No. 3 with Carollo Engineers, Inc. in the amount of \$198,476 for additional geochemical testing and analysis, CIP PW 22-36 Aquifer Storage and Recovery.

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 3 WITH CAROLLO ENGINEERS, INC. FOR
AQUIFER STORAGE AND RECOVERY, CIP PW 22-36


APPROVALS:



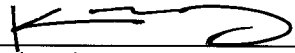
Greg Gibson
Senior Civil Engineer 10/02/2024
Date



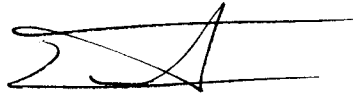
Brad Taylor
City Engineer 10/2/2024
Date



Cari James
Finance Director 10/3/2024
Date



Michael King
Assistant City Manager 10.4.2024
Date



Salvador Navarrete
City Attorney 10-2-2024
Date



Stephen J. Salvatore
City Manager 10.7.24
Date

The foregoing resolution was passed and adopted this 14th day of October 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 3

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
CAROLLO ENGINEERS, INC.**

**TO PROVIDE THE LATHROP AQUIFER STORAGE AND RECOVERY WELL
DESIGN SERVICES, CIP PW 22-36**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 3") to the agreement between Carollo Engineers, Inc. and the City of Lathrop dated January 10, 2022, (hereinafter "AGREEMENT") dated for convenience this _____ day of **October, 2024**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY") and **Carollo Engineers, Inc.** ("CONSULTANT");

RECITALS:

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

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

WHEREAS, on January 10, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide the Lathrop Aquifer Storage and Recovery and Feasibility Study and Funding Support, CIP PW 22-36, not to exceed \$301,744; and

WHEREAS, on April 10, 2023, CONSULTANT and CITY entered into Amendment No. 1 to provide the Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$1,547,242; and

WHEREAS, on August 14, 2023 CONSULTANT and CITY entered into Amendment No. 2 to provide Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$1,547,242; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 3 to provide Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$198,476.

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

AMENDMENT NO. 3 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to perform Engineering Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated January 10, 2022 and Amendment No. 1 dated April 10, 2023, and Amendment No. 2 dated August 14, 2023.

CITY OF LATHROP – CAROLLO ENGINEERS, INC.
AMENDMENT NO. 3 TO PROVIDE AQUIFER STORAGE AND RECOVERY WELL DESIGN
SERVICES, CIP PW 22-36

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$198,476** for the services set forth in Exhibit "A" of this AMENDMENT NO. 3, with a total sum not to exceed of \$2,130,619 (\$301,744 for the original AGREEMENT, \$1,547,242 for AMENDMENT NO. 1, \$83,160 for AMENDMENT NO. 2, and \$198,476 for AMENDMENT NO. 3). 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. 3 is **October _____, 2024**, and it shall terminate no later than the term of the AGREEMENT. AMENDMENT NO. 3 hereby extends the term of the original AGREEMENT to **June 30, 2026**. 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 January 10, 2022 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. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 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 – CAROLLO ENGINEERS, INC.
AMENDMENT NO. 3 TO PROVIDE AQUIFER STORAGE AND RECOVERY WELL DESIGN
SERVICES, CIP PW 22-36

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-7-2024

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
Resolution No:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA

Federal ID # 86-0899222
Lathrop Business License # 20758

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

**AMENDMENT 3
SCOPE OF SERVICES**

CITY OF LATHROP

AND

CAROLLO ENGINEERS, INC.

AQUIFER STORAGE AND RECOVERY WELL DESIGN

BACKGROUND

Initial geochemical analyses from groundwater samples collected from two monitoring wells (MW-1 and MW-2) indicate that pH adjustment would be required to lower the pH of the South San Joaquin Irrigation District (SSJID) supplied surface water prior to recharge (injection) to match the chemical profile of the target aquifer groundwater quality. Subsequently, during pumping (extraction) the pH of the recovered water would have to be increased to match that of the City's distribution system. As described in the Draft Basis of Design Report, extended geochemical testing is recommended to confirm if pH adjustments (during injection and extraction) will in fact be required. If the additional testing is not implemented, then provisions for future installation of pH adjustment equipment will have to be incorporated into the final design, as described in the draft BODR.

A two-phase recharge series is recommended for the two deepest intervals in MW-1 (depth of 510 and 740 feet) and MW-2 (depths of 740 feet and 990 feet).

PURPOSE OF AMENDMENT

This amendment modifies the Agreement between the City of Lathrop (CITY) and Carollo Engineers (CONSULTANT) to include the following:

- Conduct two-phase recharge testing at MW-1 and MW-2 and laboratory analyses to confirm chemical adjustment requirements (pH) for ASR well design.

CONSULTANT'S SERVICES

Add the following to Task 2.4:

Task 2.4 Monitoring Well Installation and Analyses

To LSCE will conduct two-phase recharge series testing to determine if pH adjustment of the injected and recovered water is required. The testing will consist of the following:

Phase 1 (One Day Test): Water sourced from SSJID will be injected into the two deepest monitoring wells at both MW-1 (depths of 510 feet and 740 feet) and MW-2 (depths of 740 feet and 990 feet). This injection will occur continuously at a rate of approximately 5 gallons per minute (gpm) over a 24-hour period (1 day). Following the injection, the wells will remain idle for another 24 hours (1 day). After this idle period, the wells will then be pumped continuously for a subsequent 24 hours (1 day).

During both the injection and extraction phases, field parameters such as temperature, pH, specific conductivity, turbidity, oxidation-reduction potential (ORP), and total dissolved solids (TDS) will be measured. Specifically, during the extraction phase, water samples will be collected and submitted to two different laboratories for analysis. Laboratory samples will be taken at intervals of 0, 6, 12, 18, and 24 hours, resulting in five (5) samples per well. These samples will be analyzed for silica, aluminum, dissolved and total iron, total manganese, total arsenic, calcium, magnesium, sodium, potassium, total alkalinity, sulfate, chloride, total organic carbon, total dissolved solids, total suspended solids, specific conductance, pH, and methane.

Phase 2 (Seven Day Test): Water sourced from SSJID will be injected into the two deepest monitoring wells at both MW-1 (depths of 510 feet and 740 feet) and MW-2 (depths of 740 feet and 990 feet). This injection will occur continuously at a rate of approximately 5 gallons per minute (gpm) over a 168-hour period (7 days). Following the injection, the wells will remain idle for another 168 hours (7 day). After this idle period, the wells will then be pumped continuously for a subsequent 168 hours (7 day).

During both the injection and extraction phases, field parameters such as temperature, pH, specific conductivity, turbidity, oxidation-reduction potential (ORP), and total dissolved solids (TDS) will be measured. Specifically, during the extraction phase, water samples will be collected and submitted to two different laboratories for analysis. Laboratory samples will be taken at intervals of 0, 1, 2, 3, 4, 5, 6 and 7 days, resulting in eight (8) samples per well. These samples will be analyzed for silica, aluminum, dissolved and total iron, total manganese, total arsenic, calcium, magnesium, sodium, potassium, total alkalinity, sulfate, chloride, total organic carbon, total dissolved solids, total suspended solids, specific conductance, pH, and methane.

Technical Memorandum: After the completion of both phases, a summary report will be prepared. This report will include the following:

- 1. Introduction: The introduction will provide an overview of the project objectives and scope, along with a description of the monitoring wells and their respective depths.*
- 2. Methodology: This section will include a detailed explanation of the injection and extraction procedures for both phases, as well as the monitoring techniques and equipment used for measuring field parameters.*
- 3. Results: The results section will present the data collected during the injection and extraction phases. It will include graphs and tables summarizing the changes in field parameters over time, and the laboratory analysis results for water samples collected at specified intervals.*
- 4. Analysis and Discussion: This section will interpret the results, highlighting key findings and trends. It will compare data between Phase One and Phase Two and assess the impact of quality on injected and extracted groundwater quality.*
- 5. Conclusions and Recommendations: The conclusions and recommendations section will summarize the overall findings from both phases. It will provide recommendations for future water management and injection strategies based on the results and suggest further studies or monitoring if necessary.*

Findings from the Technical Memorandum will be incorporated into the final BODR.

TIME OF PERFORMANCE

CONSULTANT will schedule field activities following receipt of Notice to Proceed and an executed amendment. The two-phase field work under this scope would be completed prior to drilling of the ASR well.

PAYMENT

Payment to the CONSULTANT for services performed under this Amendment shall be based on the revised fee table below, consistent with the terms of the Agreement, on a lump sum basis.

Task	Current Total ⁽¹⁾	Amend. 3 Change	Revised Total
Feasibility Study Subtotal	\$301,744		\$301,744
Design Phase			
Task 1 – Project Coordination & Admin.	\$131,702		\$131,702
Task 2 – Data Collection and PDR	\$599,077	+\$198,473	\$797,550
Task 3 – DWSAP Report	\$47,335		\$47,335
Task 4 – Detailed Design	\$783,887		\$783,887
Task 5 – Permitting Assist.	\$11,348		\$11,348
Task 6 – Bidding Assist.	\$34,893		\$34,893
Task 7 – Grant Admin. Support	\$22,160		\$22,160
Design Phase Subtotal	\$1,630,402	+\$198,476	\$1,828,875
Total	\$1,932,146	+\$198,476	\$2,130,619

(1) Inclusive of Amendment 1 (executed 5/16/23) and Amendment 2 (executed 8/23/23).

The revised not-to-exceed cost limit to the CONSULTANT's services, excluding Engineering Services During Construction and Commissioning tasks (to be reflected in a future amendment), shall be **\$2,130,619**.

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ITEM 4.17

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE AMENDMENT NO. 4 WITH PACE, INC. AND APPROVE BUDGET AMENDMENT FOR CTF PHASE 3 EXPANSION, CIP WW 22-38

RECOMMENDATION: Adopt Resolution to Approve Amendment No. 4 with Pacific Advanced Civil Engineering, Inc. and Approve Budget Amendment for CTF Phase 3 Expansion, CIP WW 22-38

SUMMARY:

On November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Pacific Advanced Civil Engineering (PACE) for design of the Consolidated Treatment Facility (CTF) Phase 3 Expansion, CIP WW 22-38 (Project). City Council awarded a contract for the construction of the Project on August 12, 2024, and construction began on September 5, 2024.

Construction Administration Services (Construction Services) from the design engineer, PACE, are needed to resolve issues encountered during construction that can only be determined by the design engineer. Construction Services on large or complex projects like the CTF Phase 3 Expansion are typical, and essential to successful, timely and cost-effective construction. Staff requested and received from PACE a proposal to provide the Construction Services on an hourly basis for a cost not to exceed \$375,000. Amendment 4 also includes emergency modifications to the dechlorination analyzers which were required to comply with the City's Waste Discharge Requirements (WDRs) from the State Water Resources Control Board. PACE's subcontractor completed this work for \$13,495. PACE has provided an invoice for these services. Therefore, staff requests City Council approve Amendment No. 4 to PACE's PSA (Attachment B) for a cost of \$388,495 to fund the Construction Support Services and the modifications to the dechlorination analyzers.

The requested budget amendment includes reimbursement for CTF Phase 1 oversizing to the Developer Sewer Consortium for a cost of \$163,121, costs for rental equipment in support of the Project, the construction of the CTF service driveway

Costs for rental equipment, the CTF Service Driveway construction and other expenses totaling \$57,949.

On August 12, 2024, City Council awarded the construction contract for the CTF Phase 3 Expansion pursuant to Resolution 24-5620. The requested budget amendment to transfer \$5,500,000 from the Sewer Connection Fee Fund (6030) to the Project CIP fund (6090) was \$1,000,000 less than necessary to cover the 10% construction contingency approved by City Council. Therefore, staff request a corrective budget

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 4 WITH PACE, INC. AND APPROVE BUDGET
AMENDMENT FOR CTF PHASE 3 EXPANSION, CIP WW 22-38

amendment of \$1,000,000 to provide the correct funding for the Project’s construction contingency.

Sufficient funds for the above expenses were not included in the adopted Fiscal Year 24/25 budget for CTF Phase 3 Expansion, CIP WW 22-38; therefore, staff requests a budget amendment of \$1,610,000 to fund PACE’s Amendment No. 4 and other costs as described above.

BACKGROUND:

The dechlorination analyzers and samplers at the CTF were installed during the construction of the Dechlorination Facility, one of two components of the Surface Water Discharge Project, CIP WW 20-17. During initial operation, staff encountered samples of insufficient clarity, owing to the insufficient pressure provided by the gravity flow to the samplers. PACE determined that booster pumps and other equipment would need to be installed on an emergency basis to boost the pressure into the samplers high enough to provide samples of adequate quality for the chlorine analyzers to properly chlorinate the effluent. PACE’s cost for their subcontractor to perform this work was \$13,495.

REASON FOR RECOMMENDATION:

Construction Support Services from PACE are needed to resolve issues encountered during construction that can only be determined by the design engineer. Construction Support Services on large or complex projects like the CTF Phase 3 Expansion are typical, and essential to successful, timely and cost-effective construction.

The modifications to the dechlorination samplers were essential to the accurate performance of the analyzers, and hence the chlorine injection system.

FISCAL IMPACT:

Sufficient funds for the above costs were not included in the adopted Fiscal Year 24/25 budget for CTF Phase 3 Expansion, CIP WW 22-38; therefore, staff request a budget amendment as detailed below:

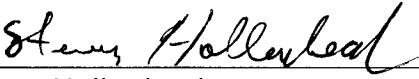
<u>Increase Transfer Out</u>		
6030-9900-990-9010		\$1,610,000
 <u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$1,610,000
 <u>Increase Appropriation</u>		
6090-8000-420-1200	WW 22-38	\$1,610,000

ATTACHMENTS:

- A. Resolution Approving Amendment No. 4 with Pacific Advanced Civil Engineering, Inc. for Construction Administrative Services and Emergency Dechlorination Modifications for CTF Phase 3 Expansion – CIP WW 22-38
- B. Amendment No. 4 to the Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. for Construction Administrative Services and Emergency Dechlorination Modifications for CTF Phase 3 Expansion – CIP WW 22-38
- C. City of Lathrop Resolution 24-5680

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 4 WITH PACE, INC. AND APPROVE BUDGET
AMENDMENT FOR CTF PHASE 3 EXPANSION, CIP WW 22-38

APPROVALS:



Steven Hollenbeak
Assistant Engineer

10.3.24
Date



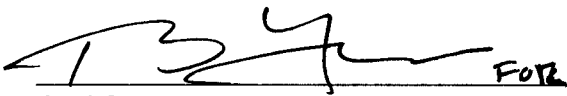
Ken Reed
Senior Construction Manager

10-8-24
Date



Brad Taylor
City Engineer

10/8/2024
Date

 FOR


Cari James
Finance Director

10/8/2024
Date



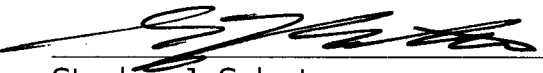
Michael King
Assistant City Manager

10.8.2024
Date



Salvador Navarrete
City Attorney

10.7-2024
Date



Stephen J. Salvatore
City Manager

10.8.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AMENDMENT NO. 4 WITH PACE, INC. AND APPROVE BUDGET AMENDMENT FOR CTF PHASE 3 EXPANSION, CIP WW 22-38

WHEREAS, on November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Pacific Advanced Civil Engineering (PACE) for design of the Consolidated Treatment Facility (CTF) Phase 3 Expansion, CIP WW 22-38 (Project); and

WHEREAS, pursuant to Resolution 24-5620, City Council awarded a contract for the construction of the Project to GSE Construction, Inc. (GSE) and approved a requested budget amendment to transfer \$5,500,000 from the Sewer Connection Fee Fund (6030) to the Project CIP fund (6090) that was \$1,000,000 less than necessary to cover the 10% construction contingency approved by City Council; and

WHEREAS, the City will soon need additional construction support services from PACE for the Project; and

WHEREAS, City staff requested and received from PACE a scope of work to provide Construction Administrative Services and an invoice for completed emergency modifications to the dechlorination analyzers for a total cost of \$388,495; and

WHEREAS, staff requests City Council approve Amendment No. 4 with PACE in the amount of \$388,495; and

WHEREAS, staff requests City Council approve a budget amendment for CIP WW 22-38 in the amount of \$1,610,000 as detailed below to provide sufficient funds to pay for the expenses identified in the City Manager’s Report that accompanied this Resolution

<u>Increase Transfer Out</u> 6030-9900-990-9010		\$1,610,000
<u>Increase Transfer In</u> 6090-9900-393-0000	WW 22-38	\$1,610,000
<u>Increase Appropriation</u> 6090-8000-420-1200	WW 22-38	\$1,610,000

;and

WHEREAS, staff requests City Council approve a corrective budget amendment of \$1,000,000 to provide the correct funding for the Project’s construction contingency.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 4 to PACE's PSA dated November 8, 2021 for a cost not to exceed \$388,495 to provide Construction Services and pay for emergency modifications to the dechlorination system; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$1,610,000 to have enough funds to pay for Amendment No. 4 to PACE's PSA and the expenses identified in the City Manager's Report that accompanied this resolution; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the transfer of \$1,000,000 of the requested budget amendment to the Project's construction contingency.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024, by the following vote:

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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LATHROP AND PACIFIC ADVANCED CIVIL ENGINEERING, INC. DATED NOVEMBER 8, 2021****TO PROVIDE CONSTRUCTION ADMINISTRATIVE SERVICES AND MODIFICATIONS TO DECHLORINATION SYSTEM FOR THE CTF PHASE 3 EXPANSION – CIP WW 22-38**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 4") to the agreement between Pacific Advanced Civil Engineering, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this _____ **day of October 2024**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY") and **Pacific Advanced Civil Engineering, Inc.** ("CONSULTANT");

RECITALS:

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

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

WHEREAS, on November 8, 2021, by Resolution 21-4978, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Engineering Consulting Services for the Lathrop Consolidated Treatment Facility Phase 3 Expansion – CIP WW 22-38, in the amount not to exceed \$1,047,280; and

WHEREAS, on July 10, 2023, CONSULTANT and CITY entered into Amendment No. 1 to provide Additional CTF Phasing Master Planning to the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, on June 20, 2024, CONSULTANT and CITY entered into Amendment No. 2 to provide Final Design Updates Based on Changes to Field Conditions for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, on August 8, 2024, CONSULTANT and CITY entered into Amendment No. 3 to provide On-Call Technical Assistance for Operations for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto to provide Construction Administrative Services and an invoice for completed emergency modifications to the dechlorination analyzers as Exhibit "A" for Amendment No. 4 in support to the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, CONSULTANT is willing to render such Construction Administrative Services, as hereinafter defined, on the following terms and conditions.

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

AMENDMENT NO. 4 TO AGREEMENT

(1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to perform Construction Administrative Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated November 8, 2021 and Amendment No. 1 dated July 10, 2023, and Amendment No. 2 dated June 20, 2024, and Amendment No. 3 dated August 8, 2024. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$388,495.00** for the services set forth in Exhibit "A" of this AMENDMENT NO. 4, with a total sum not to exceed of \$1,602,685.00 (\$1,047,280.00 for the original AGREEMENT, \$72,020 for AMENDMENT NO. 1, \$62,340 for AMENDMENT NO. 2, and \$32,550 for AMENDMENT NO. 3, and \$388,494.55 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 **October _____, 2024**, and it shall terminate no later than **June 30, 2026**. 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 November 8, 2021 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 – PACIFIC ADVANCED CIVIL ENGINEERING, INC.
AMENDMENT NO. 4 TO THE AGREEMENT DATED NOVEMBER 8, 2021 FOR CONSTRUCTION
ADMINISTRATIVE SERVICES FOR THE CTF PHASE 3 EXPANSION – CIP WW 22-38

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-7-2024

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Federal ID # **33-0265538**
Lathrop Business License # **20319**

Signature

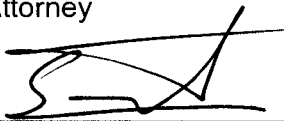
Date

Print Name and Title

CITY OF LATHROP – PACIFIC ADVANCED CIVIL ENGINEERING, INC.
AMENDMENT NO. 4 TO THE AGREEMENT DATED NOVEMBER 8, 2021 FOR CONSTRUCTION
ADMINISTRATIVE SERVICES FOR THE CTF PHASE 3 EXPANSION – CIP WW 22-38

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10.7.2024

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Federal ID # **33-0265538**
Lathrop Business License # **20319**

Signature

Date

Print Name and Title



AUTHORIZATION FOR CHANGE ORDER

TO: City of Lathrop– Public Works Dept.	ATTN: Ken Reed
390 Towne Centre Drive	DATE: August 14, 2024
Lathrop, CA 95330	PROJECT: A713 - Lathrop CTF WRF
(209) 941-7499	C.O. AUTH #: 27B – Const Admin Services – Rev. 1

The following was not included in the original contract. We are requesting authorization for additional budget.

Description of Services:

This scope of work describes the services to be rendered by PACE for construction phase support and startup services associated for the City of Lathrop Phase 3 Expansion of the Lathrop Consolidated Treatment Facility. Each task below describes the work to be completed for the City of Lathrop. PACE will provide services to assist the City and their construction manager in administering the contract for construction and responding to design and technical submittals.

Task 75.1- Project Management for Construction Phase

Project Management: PACE shall provide project management services throughout the Project, including management of the work, monthly status reporting, document control, record keeping, and project budget and schedule tracking. PACE’s billing statements will be submitted to the City on a monthly basis, and shall be based upon PACE’s standard invoicing format.

Document Management System and Procedures: At the request of the City, PACE will utilize ProCore software management system or will maintain hard copy records, suitably organized, of all relevant documentation.

Communications: PACE will implement and maintain regular communications with the City and their construction manager during the construction. PACE will receive and maintain documentation for all communications from the City and their construction manager. PACE will not communicate directly with the Contractor.

Construction Contract Administration: PACE is not responsible for administration of the construction contract including permits, bonds, insurance, and payments to the contractor, logging submittals and other correspondence, preparing or responding to change orders. PACE will assist the City with interpretations of the construction contract documents as requested.

Task 75.2 - Meetings, Inspections, Calls for Construction Phase

Pre-Construction Conference: Two representatives of PACE shall attend one pre-construction conference with the Contractor and construction manager.

Project Site Meetings: PACE will attend up to 20 meetings with the City and their construction manager.

Progress Conference Calls: PACE will attend by conference call minimum of monthly meetings with the City in addition to in person meetings as described herein.

Design Team Visits: PACE will coordinate up to 12 site visits by design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Authority.

Inspections and Witness Testing: PACE is not responsible for inspections or witness testing of equipment or general construction activities.

Task 75.3 - Shop Drawings, Submittals, RFIs for Construction Phase

Shop Drawings and Submittals: PACE's design team will review up to 150 shop drawings and submittals for general conformance with the design concept and general compliance with the requirements of the contract for construction. It is not assumed that PACE will review every submittal, but instead will review only shop drawings and submittals that require technical design team review. Shop drawings and submittal review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings and submittals is free of errors, inconsistencies or omissions.

Contractor Clarifications and Requests for Information (RFIs): PACE will review up to 150 of the Contractor's requests for information or clarification of the contract for construction.

Task 75.4 - Post Construction Checkout, Startup, Training Services

Construction Checkout: PACE will provide a site visit for system checkout, site walk and punch list, followed by letter for substantial completion to the contractor.

Startup Services: PACE will provide 120 man hours of on-site startup support services during clean water testing and transfer of process water to the system.

Operator Training: PACE will provide a training to the operations staff for the general sequence of operation for a period of two days.

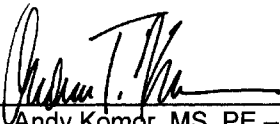
Project Assumptions:

The following assumptions were used when determining the compensation. These assumptions are in addition to the scope and additional services set forth in the foregoing scope of work.

1. The construction period will last less than or equal to 18 months.
2. The project will be constructed under one general contract for construction.
3. PACE will not be onsite with the exception of meetings and site visits assumed in this scope of work.
4. It is not assumed that PACE will attend regular construction progress meetings with the contractor, with the exception of conference calls and meetings assumed in this scope of work.
5. The assumed number of shop drawings and submittal reviews is presented herein.
6. Any labor and expenses required to address unforeseen considerations or additional construction requested by the Contractor would be additional costs.
7. The City will give prompt notice to PACE whenever City observes or becomes aware of any development that affects the scope or timing of PACE’s services, or of any defect in the work of PACE or the Contractor.
8. The City shall cause all agreements with the Contractor to be consistent with PACE’s Agreement.

Amount of Compensation:

This Request - Change Order # 27B: \$ 375,000

Estimated By: 
Andy Komor, MS, PE – PACE

8/14/2024
Date

AGREED TO AND ACCEPTED BY:

By _____
City of Lathrop

Date





AUTHORIZATION FOR CHANGE ORDER

TO: City of Lathrop– Public Works Dept.	ATTN: Ken Reed
390 Towne Centre Drive	DATE: July 24, 2024
Lathrop, CA 95330	PROJECT: A713 - Lathrop CTF WRF
(209) 941-7499	C.O. AUTH #: 29 – Arnaudo Emergency Repair Svcs

The following was not included in the original contract. We are requesting authorization for additional budget.

Task 78: Arnaudo Emergency Repair Services

PACE required emergency services from Arnaudo Construction to extend the section lines in each of the dechlorination chambers. Repairs were performed on a broken mixer, analyzers that were not flowing/reading, new sample pumps which had failed, and mixed sample which required re-plumbing.

Amount of Compensation:

Arnaudo has completed the work outlined herein for the time and expense (T&E) amount of **\$13,494.55**.

This Request - Change Order # 29: \$ 13,494.55

Estimated By: Andy Komor, MS, PE – PACE 7/24/2024
Date

AGREED TO AND ACCEPTED BY:

By _____ Date _____
City of Lathrop

RESOLUTION NO. 24-5620**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 3 EXPANSION, CIP WW 22-38, APPROVING BUDGET AMENDMENT AND APPROVING UPDATED FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

WHEREAS, on November 8, 2021, City Council approved the creation of Consolidated Treatment Facility (CTF) Phase 3 Expansion, Capital Improvement Project (CIP) WW 22-38 (Project) to expand the treatment capacity of the existing wastewater treatment plant from 2.5 Million Gallons per Day (MGD) to 5.0 MGD; and

WHEREAS, on June 10, 2024, the City solicited bids for the construction of the Project pursuant to PCC 20160 and LMC 2.36.060; and

WHEREAS, a total of seven (7) bids were received and opened by the City Clerk on August 6, 2024; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive Base Bid for the Project was determined to be GSE Construction Company, Inc. (GSE Construction) with a Base Bid of \$39,348,400; and

WHEREAS, staff requests City Council award a construction contract to GSE Construction in the amount of \$39,348,400 for the construction of the Project contemplated by the Base Bid; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$3,934,840 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction cost not to exceed \$42,283,240; and

WHEREAS, pursuant to the Design and Construction Funding Agreement By and Between the City of Lathrop and River Islands Development, LLC (River Islands) Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility executed on February 12, 2024 (Funding Agreement), River Islands will pay for 80% of the total project construction and construction contingency cost, which amounts to \$34,626,592 based on the Project's total construction cost; and

WHEREAS, the Funding Agreement's payment terms for River Islands' 80% share of the construction contract plus 10% contingency cost were based upon an estimated value of \$27,500,000; and

WHEREAS, the lowest bid for the construction of the Project submitted by GSE plus 10% contingency amounts to \$42,283,240, which is over 50% higher than the Funding Agreement's estimated construction cost; and

WHEREAS, staff request City Council approve an updated Funding Agreement changing the payment terms for River Islands to include an increase in the total contribution from \$22,000,000 to \$34,626,592, and adjustment of the initial payment to \$11,773,100, the six quarterly payments to \$3,809,000, and the payment guarantee value to \$10,226,900; and

WHEREAS, sufficient funds were not allocated to CIP WW 22-38 in the adopted Fiscal Year 2024/25 budget for the City’s 20% share of the construction cost of the Project; therefore, a budget amendment transferring \$5,500,000 from the Sewer Connection Fee Fund (6030) and \$13,733,240 from the Developer Fund (2710) to the CIP Project Fund is requested as detailed below:

<u>Increase Revenue</u>		
2710-8000-372-0100		\$13,733,240
<u>Increase Transfer Out</u>		
6030-9900-990-9010		\$5,500,000
2710-9900-990-9010		\$13,733,240
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$19,233,240
<u>Increase Appropriation</u>		
6090-8000-420-1200	WW 22-38	\$19,233,240

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract for \$39,348,400 to GSE Construction Company, Inc. for the construction of CTF Phase 3 Expansion, CIP WW 22-38; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency of \$3,934,840 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$5,500,000 from the Sewer Connection Fee Fund (6030) and \$13,733,240 from the Developer Fund (2710) to the CIP Project Fund; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the updated Design and Construction Funding Agreement By and Between the City of Lathrop and River Islands Development, LLC (River Islands) Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility to replace the original Funding Agreement executed on February 12, 2024.

The foregoing resolution was passed and adopted this 12th day of August 2024, by the following vote of the City Council, to wit:

AYES: Akinjo, Torres-O'Callaghan, and Dhaliwal

NOES: None

ABSENT: None

ABSTAIN: Diallo and Lazard



Sonny Dhaliwal, Mayor

ATTEST:



Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ITEM 4.18

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 21-02, FROM YOSEMITE LATHROP 2, LLC, LOCATED WITHIN THE LATHROP GATEWAY BUSINESS PARK**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Associated with the Subdivision Improvement Agreement for Parcel Map 21-02, from Yosemite Lathrop 2, LLC, located within the Lathrop Gateway Business Park**

SUMMARY:

Yosemite Lathrop 2, LLC, managed by Phelan Haugen Development Company (Phelan), the developer for Lathrop Gateway Business Park, has completed the public improvements for Phase 2 of the Lathrop Gateway Business Park in accordance with their Subdivision Improvement Agreement (SIA). A Vicinity Map for the improvements is included as Attachment "B".

Staff has inspected the improvements, and they have been deemed complete and in accordance with the approved plans and City specifications by the City Engineer. The approximate value of the public improvements constructed is \$8,907,985, as shown in the GASB 34 Report included as Attachment "C". Phelan has provided a one-year warranty bond based on 10% of the construction costs, as well as lien releases for the completed improvements.

Staff requests City Council accept the public improvements associated with the SIA for Parcel Map 21-02 (PM 21-02).

BACKGROUND:

On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan.

On December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up buildings totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development.

In December 2021, City council approved PM 21-02, establishing Phase 2 of Lathrop Gateway Business Park. As required by the City's subdivision ordinance, the approved parcel map included an SIA to guarantee certain public improvements. Phelan has

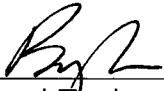
CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION
IMPROVEMENT AGREEMENT FOR PARCEL MAP 21-02, FROM YOSEMITE
LATHROP 2, LLC, LOCATED WITHIN THE LATHROP GATEWAY BUSINESS
PARK

APPROVALS:



Bellal Nabizadah
Assistant Engineer

9/30/24
Date



Brad Taylor
City Engineer

10/1/2024
Date



Cari James
Finance Director

10/9/2024
Date



Michael King
Assistant City Manager

10.2.2024
Date



Salvador Navarrete
City Attorney

10-1-2024
Date



Stephen J. Salvatore
City Manager

10.10.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 21-02, FROM YOSEMITE LATHROP 2, LLC, LOCATED WITHIN THE LATHROP GATEWAY BUSINESS PARK

WHEREAS, on February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan; and

WHEREAS, on December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up buildings totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development; and

WHEREAS, in December 2021, City council approved PM 21-02, establishing Phase 2 of Lathrop Gateway Business Park. As required by the City’s subdivision ordinance, the approved parcel map included a SIA to guarantee certain public improvements; and

WHEREAS, Yosemite Lathrop 2, LLC (Phelan), has completed the public improvements associated with the SIA for Parcel Map 21-02. Completion of the public improvements listed in the GASB 34 Report (Attachment “C” of the City Manger’s Report) fulfills the associated obligations of the SIA; and

WHEREAS, the bond values and numbers are detailed in Table 1 below. Staff requests Council accept the public improvements and approve the release of the Performance and Labor & Materials Bonds and their replacement with the one-year warranty bond

Table 1 – Bond Details

Performance Bond Number/Value	Labor & Materials Bond Number/Value	Warranty Bond Number/Value
0136873 / \$11,344,375	0136873 / \$5,672,188	0136873-M/ \$890,798

;and

WHEREAS, staff has inspected the improvements for Phase 2 of the Lathrop Gateway Business Park and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer; and

WHEREAS, Phelan has submitted lien releases, the one-year warranty bond, and as-built drawings for the improvements proposed to be accepted.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements associated with the Subdivision Improvements Agreement for Parcel Map 21-02 from Yosemite Lathrop 2, LLC, located within the Gateway Business Park.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

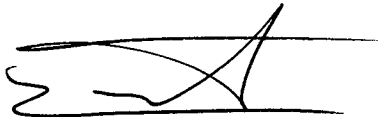
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

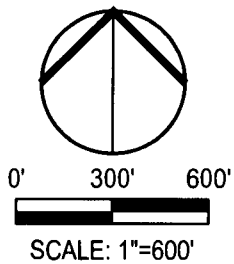
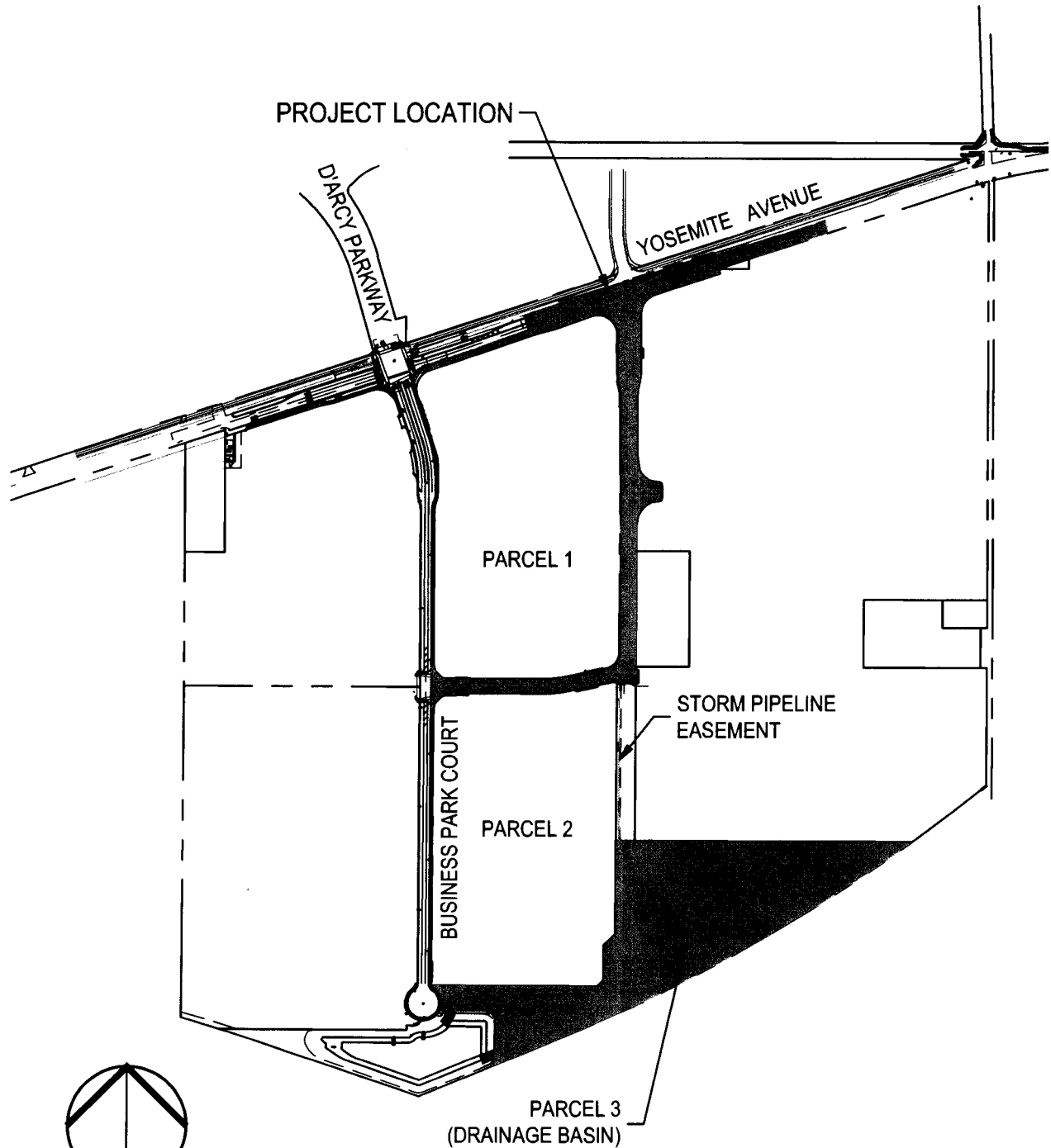
ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



LATHROP GATEWAY PHASE 2 OFFSITE IMPROVEMENTS - VICINITY MAP

DATE	10/6/2024
DESIGN	
DRAWN	
JOB NO.	17208



SIEGFRIED

3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL
- STRUCTURAL
- LANDSCAPE ARCHITECTURE
- SURVEYING
- PLANNING
- ATHLETIC FACILITY DESIGN

SCALE:	AS SHOWN
SHEET	1
	OF: 1

F:\17projects\17208 Lathrop Gateway\Improvement plans\PHASE 2\Exhibits\17208-VICINITY MAP-GASB 34 Phase 2.dwg

10/06/24

PHASE 2 PHELAN GATEWAY OFFSITE IMPROVEMENTS

CIVIL IMPROVEMENTS

01050 - Staking		
Contract		55,000
	<i>Subtotal</i>	55,000
02200 - Grading		
Contract		983,246
CO #2 - Provide Orange Fence around rule 20 Basin area		10,363
CO #5 - Basin Grade Touch Up		47,600
	<i>Subtotal</i>	1,041,209
02500 - Paving		
Contract		1,172,592
CO #1 - Material and Fuel Escalation		254,262
CO #2 - (10) Monuments		8,500
	<i>Subtotal</i>	1,435,354
02525 - Curb N Gutter		
Contract		575,185
	<i>Subtotal</i>	575,185
02580 - Striping & Signage		
Contract		92,000
	<i>Subtotal</i>	92,000
02830 - Fence & Gate		
Contract		139,000
CO #1 - Repairs to Fence		525
CO #2 - Reinstall Damaged Fence at Basin		4,300
CO #3 - Fire Access Gate		6,800
	<i>Subtotal</i>	150,625

Civil Improvements Total 3,349,373

WET UTILITIES

02600 - Storm Drain		
Contract		812,574
	<i>Subtotal</i>	812,574
02700 - Sewer		
Contract		445,321
CO #2 - Dewatering Wells		438,900
CO #3 - Approved Offsite Plans		192,324
	<i>Subtotal</i>	1,076,545
02800 - Water		
Contract		743,355
CO #1 - Demo Existing Irrigation, Additional Valves		87,039
	<i>Subtotal</i>	830,394

Wet Utilities Total 2,719,513

PHASE 2 PHELAN GATEWAY OFFSITE IMPROVEMENTS

DRY UTILITIES

02840 - Traffic Signal

Contract	493,625
CO #1 - Traffic Signal Sign Change	4,531
<i>Subtotal</i>	<u>498,156</u>

16050a - Joint Trench

Contract	825,870
CO #1 - Traffic Signal Scope Captured Twice	(493,625)
CO #2 - ATT and PGE Added Scope per field meeting	14,951
CO #3 - Rule 20 Approved Plans, Dog House Electrical Required Scope	107,335
CO #4 - Additional Signs	4,281
CO #5 - Dog House Credit, Added Gas Valves	(3,196)
CO #7 - Traffic Control per new City Spec Requirement	8,027
<i>Subtotal</i>	<u>463,643</u>

16050 - Electrical

Contract	-
CO #11 - Dog House 600 AMP Panel	30,228
<i>Subtotal</i>	<u>30,228</u>

Dry Utilities Total **992,027**

LANDSCAPING

02900 - Landscape

Contract	188,070
<i>Subtotal</i>	<u>188,070</u>

Landscaping Total **188,070**

ADMINISTRATIVE

01570 - Traffic Control

General Conditions	150,000
Insurance	94,883
FC Fees	50,958
Design Fees	279,373
<i>Subtotal</i>	<u>768,714</u>

Administrative Total **768,714**

Phase 2 Grand Total **8,017,697**

PHASE 2 YOSEMITE CITY REQUESTED ADDITIONAL GRIND AND OVERLAY

CIVIL IMPROVEMENTS

01050 - Staking		
Contract		-
	<i>Subtotal</i>	-
02200 - Grading		
Contract		-
CO #3 - Initial Scope Requested by the City		180,289
CO #4 - Additional Full Depth Scope		40,943
	<i>Subtotal</i>	221,232
02500 - Paving		
Contract		-
CO #3 - Initial Scope Requested by the City		532,662
CO #4 - Additional Full Depth Scope		44,891
	<i>Subtotal</i>	577,553
02525 - Curb N Gutter		
Contract		-
	<i>Subtotal</i>	-
02580 - Striping & Signage		
Contract		-
CO #3 - Additional Striping Related Added Improvements		30,000
	<i>Subtotal</i>	30,000
02830 - Fence & Gate		
Contract		-
	<i>Subtotal</i>	-
	Civil Improvements Total	828,785

WET UTILITIES

02600 - Storm Drain		
Contract		-
	<i>Subtotal</i>	-
02700 - Sewer		
Contract		-
CO #4 - Overlay Amount in Non City Requested Scope		(28,910)
	<i>Subtotal</i>	(28,910)
02800 - Water		
Contract		-
CO #10 - Raise Existing Valves		6,600
	<i>Subtotal</i>	6,600
	Wet Utilities Total	(22,310)

PHASE 2 YOSEMITE CITY REQUESTED ADDITIONAL GRIND AND OVERLAY

DRY UTILITIES

02840 - Traffic Signal			
Contract			-
		Subtotal	-
16050a - Joint Trench			
Contract			-
		Subtotal	-
16050 - Electrical			
Contract			-
		Subtotal	-
		Dry Utilities Total	-

LANDSCAPING

02900 - Landscape			
Contract			-
		Subtotal	-
		Landscaping Total	-

ADMINISTRATIVE

01570 - Traffic Control			-
General Conditions			45,838
Insurance			5,796
FC Fee			32,179
		Subtotal	83,813
		Administrative Total	83,813

Phase 2 - Yosemite City Requested Additional Grind and Overlay Grand Total **890,288**

**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-98, LOCATED AT 1700 E LOUISE AVENUE FROM CBC STEEL BUILDINGS, LLC**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-98, Located at 1700 E Louise Avenue from CBC Steel Buildings, LLC**

SUMMARY:

CBC Steel Buildings, LLC (CBC Steel), the developer of the improvements at 1700 E Louise Avenue, has completed the sewer lateral public improvement associated with Encroachment Permit No 2022-98 (EP 22-98). A Vicinity Map of the improvements is included in Attachment "B".

Staff has inspected the improvements and they have been deemed complete and in accordance with the approved plans and city specifications by the City Engineer. The approximate value of the public improvements constructed is \$211,200, as shown in the GASB 34 Report included as Attachment "C". CBC Steel provided a one-year warranty bond based on 10% of the construction costs, as well as lien releases for the improvements to be accepted.

Staff requests City Council accept the public improvements associated with the EP 22-98.

BACKGROUND:

Construction of the sewer lateral associated with EP 22-98 is complete and the approximate value of the improvements proposed to be accepted is \$211,200 as shown in the GASB 34 Report. These improvements have been inspected by staff and deemed complete, and in accordance with the approved plans and City specifications by the City Engineer.

CBC Steel provided a performance bond (800161312) with EP 22-98 in the amount shown in Table 1 below that guaranteed the construction of the offsite improvements. The performance bond was released, after confirming the work was complete, by the City Engineer and a one-year warranty bond, based on 10% of the construction cost, has been received. The warranty bond amount is detailed in Table 1 below.

Table 1

Description	Performance Bond	Warranty Bond Number & Amount
Encroachment Permit 22-98	800161312 \$106,300	800161312 \$21,120

REASON FOR RECOMMENDATION:

Construction of the public improvements associated with EP 22-98 is complete and has been inspected by City staff to ensure conformance with the approved plans. CBC Steel has submitted lien releases, a one-year warranty bond (xxxxx), and as-built drawings for the improvements being accepted. Staff request Council accept the completed public improvements.

FISCAL IMPACT:

The one-year warranty bond covers any defective materials or workmanship in connection with the completed improvements for repairs or replacements that become necessary during the initial year of service.

The future operating and maintenance costs of these improvements will be funded by the Council-approved MWQCF Sewer Collection fund (6010). The public improvements listed in the GASB 34 Report detail the \$211,200 expended. These improvements will become capital assets of the wastewater system and will be added to the City’s annual comprehensive financial reports.

ATTACHMENTS:

- A. Adopt Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-98, Located at 1700 E Louise Avenue from CBC Steel Buildings, LLC
- B. Vicinity Map
- C. GASB 34 Report – 1700 E. Louise Avenue

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-98,
LOCATED AT 1700 E LOUISE AVENUE FROM CBC STEEL BUILDINGS, LLC

APPROVALS:



Bellal Nabizadah
Assistant Engineer

9/16/24

Date



Ken Reed
Senior Construction Manager

9-16-2024

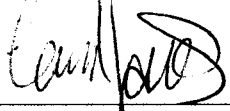
Date



Brad Taylor
City Engineer

9/17/2024

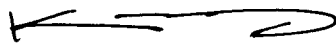
Date



Cari James
Finance Director

9/21/2024


Date



Michael King
Assistant City Manager

9.20.2024

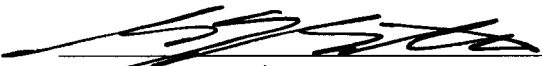
Date



Salvador Navarrete
City Attorney

9-17-2024

Date



Stephen J. Salvatore
City Manager

10-9-24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2022-98, LOCATED AT 1700 E LOUISE AVENUE FROM CBC STEEL BUILDINGS, LLC

WHEREAS, construction of the sewer lateral associated with Encroachment Permit No. 2022-98 (EP 22-98) is complete and the approximate value of the improvements proposed to be accepted is \$211,200 as shown in the GASB 34 Report included as Attachment "C" of the City Manager's Report that accompanies this Resolution; and

WHEREAS, CBC Steel Buildings, LLC (CBC Steel) provided a performance bond (800161312) with EP 22-98 in the amount shown in Table 1 below that guaranteed the construction of the offsite improvements. The performance bond was released, after confirming the work was complete, by the City Engineer and a one-year warranty bond, based on 10% of the construction cost, has been received. The warranty bond amount is detailed in Table 1 below

Table 1

Description	Performance Bond	Warranty Bond Number & Amount
Encroachment Permit 22-98	800161312 \$106,300	800161312 \$21,120

; and

WHEREAS, staff has inspected the public improvements associated with EP 22-98 listed in the GASB 34 Report and they have been deemed complete and in accordance with the approved plans and specification by the City Engineer; and

WHEREAS, CBC Steel has submitted lien releases, a one-year warranty bond, and as-built drawings, for the improvements being accepted; and

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

WHEREAS, the future operating and maintenance costs of these improvements will be funded by the Council-approved MWQCF Sewer Collection fund (6010). The public improvements listed in the GASB 34 Report detail the \$211,200 expended. These improvements will become capital assets of the wastewater system and will be added to the City's annual comprehensive financial reports.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements associated with EP No. 2022-98 from CBC Steel Buildings, LLC located at 1700 E Louise Avenue.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

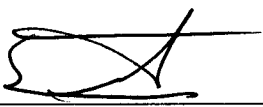
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



LOCATION OF IMPROVEMENTS

VICINITY MAP: OFFSITE SEWER CONNECTION

CBC SEWER CONNECTION

LATHROP, CA

SEPTEMBER, 2024



MCE ENGINEERING, INC.
2342 DUPONT COURT
MONTROSE, CA 95031
PHONE: (209) 329-8239
FAX: (209) 329-8839





1242 DUPONT COURT • MANTECA, CALIFORNIA 95336 • TEL: 209.239.6229 • FAX: 209.239.8839

GASB Report
CBC STEEL SEWER SERVICE
Lathrop, San Joaquin County, California

NO.	DESCRIPTION	QU.	UNIT	UNIT COST	AMOUNT
A. SITE PREPARATION + DEMOLITION					
1.	MOBILIZATION	1	LS	\$9,500.00	\$9,500.00
2.	SAWCUT, PAVEMENT AND CONCRETE REMOVAL	1	LS	\$10,000.00	\$10,000.00
3.	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
				SUB-TOTAL	\$39,500.00
B. SANITARY SEWER					
1.	CONNECT EXISTING BUILDING SERVICE LINES TO EXISTING STUB AT TANK	1	LS	\$21,736.00	\$21,736.00
2.	EXISTING MANHOLE MODIFICATION	1	EA	\$1,150.00	\$1,150.00
3.	6" SEWER SERVICE FROM MAIN TO EXISTING ONSITE SSMH	68	LF	\$627.00	\$42,636.00
				SUB-TOTAL	\$65,522.00
C. MISCELLANEOUS					
1.	10' PAVEMENT REHABILITATION (9.5" AC OVER 11.5" AB)	33	LF	\$794.00	\$26,202.00
2.	STRIPING	1	LS	\$7,230.00	\$7,230.00
3.	TRAFFIC SIGNAL LOOP REINSTALLATION (MIN. 2 LOOPS)	1	LS	\$9,180.00	\$9,180.00
4.	CONCRETE CURB, GUTTER, AND SIDEWALK REPLACEMENT	1	LS	\$12,500.00	\$12,500.00
5.	LANDSCAPED AREA RESTORATION	1	LS	\$15,000.00	\$15,000.00
6.	TEMPORARY SECURITY FENCING	1	LS	\$8,125.00	\$8,125.00
				SUB-TOTAL	\$78,237.00
D. ENGINEERING					
1.	MCR INVOICES THROUGH 9/30/2022	1	LS	\$9,750.00	\$9,750.00
2.	MCR INVOICE FOR OCTOBER AND NOVEMBER 2022	1	LS	\$3,610.00	\$3,610.00
3.	MCR WORK TO DATE IN DECEMBER 2022	1	LS	\$1,410.00	\$1,410.00
				SUB-TOTAL	\$14,770.00
E. CHANGE ORDERS					
1.	NIGHT WORK	1	LS	\$10,000.00	\$10,000.00
2.	BOND FEES	1	LS	\$3,171.00	\$3,171.00
				SUB-TOTAL	\$13,171.00
				CONSTRUCTION TOTAL	\$211,200.00

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ITEM 4.20

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING, INC. FOR CIP PK 20-02, MILESTONE PARK IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by Stockbridge General Contracting, Inc. for CIP PK 20-02, Milestone Park Improvements and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

SUMMARY:

Stockbridge General Contracting, Inc. (Stockbridge) has completed the construction of CIP PK 20-02, Milestone Park Improvements (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Stockbridge has submitted lien releases confirming all subcontractors and suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by Stockbridge for the Project. 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 Stockbridge of \$60,167 within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On March 13, 2023, City Council awarded a construction contract to Stockbridge for the construction of the Project in the amount of \$1,193,908, with a 15% construction contingency of \$179,086 for staff to use as necessary to achieve the goals of the Project. The Project scope included demolition of some existing features, construction of a new retention basin spillway and installation of numerous park amenities, including a play structure with rubberized surfacing.

Contract change orders totaling \$17,301 were issued during the construction of the project; therefore, the final contract price of the Project is \$1,211,209.

Upon acceptance of the improvements, the performance bond (Bond No. 9406094, \$1,193,908) and payment bond (Bond No. 9406094, \$1,193,908) will be released and replaced with a one-year warranty bond (Bond No. 9406094, \$119,391). The one-year warranty bond covers any repairs or replacements that may become

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING, INC. FOR CIP PK 20-02, MILESTONE PARK IMPROVEMENTS**

necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Stockbridge has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Stockbridge for CIP PK 20-02, Milestone Park Improvements. 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 Stockbridge for \$60,167 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

Stockbridge has completed the Project pursuant to the contract documents dated November 14, 2022. Staff inspected the improvements and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

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

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council's acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Stockbridge for the Project is \$1,211,209.

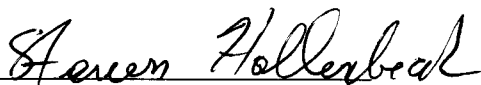
Adequate funds have been allocated in the FY 2024-25 budget to close out CIP PK 20-02, Milestone Park Improvements. With the completion of the Project, staff requests that unused funds be transferred back to the original funding sources.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Stockbridge General Contracting, Inc. for CIP PK 20-02, Milestone Park Improvements, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – CIP PK 20-02, Milestone Park Improvements

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING, INC. FOR CIP PK 20-02, MILESTONE PARK IMPROVEMENTS

APPROVALS:



Steven Hollenbeak
Assistant Engineer

9-30-24


Date



Ken Reed
Senior Construction Manager

9-30-2024

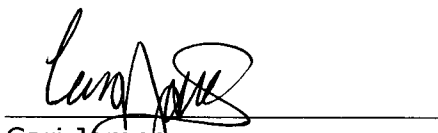
Date



Brad Taylor
City Engineer

10/1/2024

Date



Cari James
Finance Director

10/3/2024

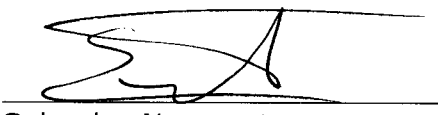
Date



Michael King
Assistant City Manager

10.2.2024


Date



Salvador Navarrete
City Attorney

10-1-2024

Date



Stephen J. Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING, INC. FOR CIP PK 20-02, MILESTONE PARK IMPROVEMENTS AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on March 13, 2023, City Council awarded a construction contract to Stockbridge General Contracting, Inc. (Stockbridge) for CIP PK 20-02, Milestone Park Improvements (Project) in the amount of \$1,193,908 with a 15% construction contingency of \$179,086 for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of demolition of some existing features and installation of updated retention spillway and other park amenities at Milestone Park; and

WHEREAS, during construction, contract change orders totaling \$17,301 were issued, for a final contract cost of \$1,211,209; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Stockbridge 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. 9406094, \$1,193,908) and payment bond (Bond No. 9406094, \$1,193,908) will be released and replaced with a one-year warranty bond (Bond No. 9406094, \$119,391) 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, adequate funds have been allocated in the FY 2023-24 budget for CIP PK 20-02 to close out the Project. With the completion of the Project, staff requests that unused funds be transferred back to the source Fund; and

WHEREAS, staff requests City Council accept the public improvements constructed by Stockbridge for CIP PK 20-02, Milestone Park Improvements; 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

Stockbridge in the amount of \$60,561 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 completed public improvements constructed by Stockbridge for CIP PK 20-02, Milestone Park Improvements, pursuant to the contract documents dated March 13, 2023; 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 Stockbridge, in the amount of \$60,561 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding source.

The foregoing resolution was passed and adopted this 14th day of October, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<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)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).

4. That on the 14th day of October, 2024 a work of improvement on the real property herein described was completed.

5. That the name of the original contractor, if any, for said work of improvement was: Stockbridge General Contracting, Inc.

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

NAME	STREET AND NO.	CITY	STATE
<u>Stockbridge General Contracting, Inc.</u>	<u>2972 Larkin Ave.</u>	<u>Clovis, CA</u>	<u>93612</u>

7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

CIP PK 20-02 Milestone Park Improvements

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

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

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 **October 14, 2024** by **Stockbridge General Contracting, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

ITEM 4.21

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXINS PACIFIC EXCAVATION INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01, APPROVE CONTRACT CHANGE ORDER NO.2, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by Tim Paxin's Pacific Excavation Inc. for the Installation of Traffic Signal Network Cabinets, CIP PS 23-01, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance, Payment Bonds, Approve Contract Change Order No. 2 and Approve Budget Amendment**

SUMMARY:

Tim Paxins Pacific Excavation, Inc. (Pac Ex) has successfully completed the construction of improvements, and the installation of Traffic Signal Network Cabinets associated with Capital Improvement Project (CIP) PS 23-01 (Project). This work included the construction of concrete pedestals and installation of network cabinets at various locations to house communication systems, which enable the traffic signals to connect to the City's network. Staff inspected the work, and the City Engineer has deemed the improvements complete and in accordance with the approved plans and specifications.

Staff requests that City Council accept the improvements constructed by Pac Ex and authorize the filing of a Notice of Completion with the San Joaquin County Clerk. Additionally, staff requests approval for the release of the contract retention, totaling \$16,691.55, to Pac Ex within forty-five (45) days of recording the Notice of Completion and the release of performance and payment bonds. As part of the acceptance process, Pac Ex has submitted a one-year warranty bond (equal to 10% of the construction contract)

Staff also requests that the City Council approve balancing Change Order (CCO#2) and authorize a budget amendment of \$55,415.52 from the General Fund Street Reserves (1010) to cover the cost of the balancing change order No.2.

CCO #2 addresses unexpected site conditions that were not visible during the planning and design stages. These conditions, which were critical to resolve in order to maintain the integrity of the project, led to an increase in costs. Most of the cost overrun is for additional conduit around existing infrastructure to be able to get to the network cabinets.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXINS PACIFIC EXCAVATION INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01, AND APPROVE CONTRACT CHANGE ORDER NO.2 AND APPROVE BUDGET AMENDMENT****BACKGROUND:**

On July 11, 2022, City Council approved the creation of Capital Improvement Project (CIP) PS 23-01 for City-Wide Traffic Systems and Safety Upgrades Project for various upgrades that will maintain and improve the reliability, safety and function of various traffic control devices. CIP PS 23-01 included the installation of 17 new City provided (NEMA 3) traffic signal network cabinets for various traffic intersections throughout the City to provide City network connection at the major intersections. The new traffic signal network cabinets will house the equipment necessary to connect the intersection cameras, traffic signal controller, and Iteris detection systems to the City's network for monitoring, maintenance and optimization.

Staff requests City Council accept the improvements constructed by Pac Ex for CIP PS 23-01, authorize the filing of a Notice of Completion with the San Joaquin County Clerk, approve the release of contract retention to Pac Ex for \$16,691.55 within forty-five (45) days after the recording of the Notice of Completion, and approve the release of performance and payment bonds.

Upon acceptance of the improvements, the performance bond (Bond No. CA4724559, \$135,825) and payment bond (Bond No. CA4724559, \$135,825) will be released and replaced with a one-year warranty bond (Bond No. CA472559, \$33,383.10). 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. Pac Ex has also provided the necessary lien releases for the materials supplied and completed work.

Council previously approved Change Order CCO No. 1 for \$120,000 during the project's construction. Now, staff is requesting approval for Change Order CCO No. 2 to cover additional work due to unexpected site conditions, resulting in a final contract amount for the project of \$333,831.04.

REASON FOR RECOMMENDATION:

Pac Ex has completed construction of the Project pursuant to the contract documents dated December 12, 2022. Staff inspected the improvements, and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

Pac Ex has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The warranty bond covers any repairs or replacements that become necessary during the one-year period,

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXINS PACIFIC EXCAVATION INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01, AND APPROVE CONTRACT CHANGE ORDER NO.2 AND APPROVE BUDGET AMENDMENT

beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

Upon council approval, the performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council’s acceptance of the improvements.

FISCAL IMPACT:

Staff requests that City Council approve balancing Change Order No. 2 and authorize a budget amendment of \$55,415.52 from the General Fund Street Reserves (1010) to fund the balancing change order. The final construction contract amount with Pacific Excavation for the Project is \$333,831.04.

<u>Decrease Street Reserves</u>		
1010-251-03-00		\$55,415.52
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$55,415.52
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 23-01	\$55,415.52
<u>Increase Appropriation</u>		
3310-8000-430-37-00 (Materials)	PS 23-01	\$55,415.52

ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by Tim Paxin’s Pacific Excavation Inc. for the Installation of Traffic Signal Network Cabinets, CIP PS 23-01, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, Approve Contract Change Order No. 2 and Approve Budget Amendment
- B. Notice of Completion – CIP PS 23-01, The Installation of Traffic Signal Network Cabinets.
- C. The installation of Traffic Signal Network Cabinets CIP PS 23-01 Contract Change Order No. 2

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXINS PACIFIC
EXCAVATION INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK
CABINETS, CIP PS 23-01, AND APPROVE CONTRACT CHANGE ORDER NO.2
AND APPROVE BUDGET AMENDMENT

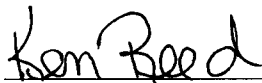
APPROVALS:



Carlos Carrillo
Management Analyst

10/7/2024

Date



Ken Reed
Senior Construction Manager

10-8-2024

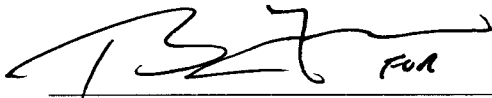
Date



Brad Taylor
City Engineer

10/8/2024

Date



Cari James
Finance Director

10/8/2024

Date



Michael King
Assistant City Manager

10.8.2024

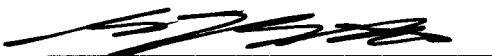
Date



Salvador Navarrete
City Attorney

10-7-2024

Date



Stephen J. Salvatore
City Manager

10.9.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXIN'S PACIFIC EXCAVATION INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01, AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, RELEASE OF PERFORMANCE AND PAYMENT BONDS, APPROVE CONTRACT CHANGE ORDER NO. 2 AND APPROVE BUDGET AMENDMENT

WHEREAS, on July 11, 2022, City Council approved the creation of Capital Improvement Project (CIP) PS 23-01 for City-Wide Traffic Systems and Safety Upgrades Project for various upgrades that will maintain and improve the reliability, safety and function of various traffic control devices; and

WHEREAS, CIP PS 23-01 included the installation of 17 new City provided (NEMA 3) traffic signal network cabinets for various traffic intersections throughout the City to provide City network connection at the major intersections.; and

WHEREAS, Tim Paxins Pacific Excavation, Inc. (Pac Ex) has successfully completed the construction of improvements and installation of the installation of Traffic Signal Network Cabinets associated with Capital Improvement Project (CIP) PS 23-01 (Project); and

WHEREAS, staff inspected the work, and the City Engineer has deemed the improvements complete and in accordance with the approved plans and City specifications; and

WHEREAS, staff requests that the City Council accept the improvements constructed by Pac Ex and authorize the filing of a Notice of Completion with the San Joaquin County Clerk; and

WHEREAS, staff requests approval for the release of the contract retention, totaling \$16,691.55, to Pac Ex within forty-five (45) days of recording the Notice of Completion and the release of performance and payment bonds; and

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

WHEREAS, 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 improvement; and

WHEREAS, upon acceptance of the improvements, the performance bond (Bond No. CA4724559, \$135,825) and payment bond (Bond No. CA4724559, \$135,825) will be released and replaced with a one-year warranty bond (Bond No. CA472559, \$33,383.10); and

WHEREAS, staff is requesting that the City Council approve balancing Change Order (CCO#2) and authorize a budget amendment of \$55,415.52 from the General Fund Street Reserves (1010) to fund the balancing change order. The final construction contract amount with Pacific Excavation for the Project is \$333,831.04; and

Increase Transfer Out 1010-9900-990-9010		\$55,415.52
Increase Transfer In 3310-9900-393-0000	PS 23-01	\$55,415.52
Increase Expenditures 3310-8000-430-37-00 (Materials)	PS 23-01	\$55,415.52
Decrease Reserve 1010-251-03-00		\$55,415.52

WHEREAS, CCO #2 addresses unexpected site conditions that were not visible during the planning and design stages. These conditions, which were critical to resolve in order to maintain the integrity of the project, led to an increase in costs; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approve a budget amendment of \$55,415.52 from the General Fund Street Reserves (1010) to fund the balancing change order (CCO#2); and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a balancing change order (CCO#2) in the amount of \$55,415.52; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Pac Ex for CIP PS 23-01; 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 Pac Ex, in the amount of \$16,691.55 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 14th day of October, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

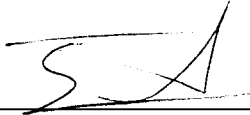
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

ATTACHMENT " B "

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<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)
- 2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- 3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 23-01 Installation of Traffic Signal Network Cabinets, by Tim Paxins Pacific Excavation, Inc.
- 4. That on the 14th day of October 2024 a work of improvement on the real property herein described was completed.
- 5. That the name of the original contractor, if any, for said work of improvement was: Pacific Excavation, Inc.
- 6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Tim Paxins Pacific Excavation, Inc.</u>	<u>796 Kent Street, Elk Grove, CA</u>	<u>95624</u>	
- 7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP PS 23-01 Installation of Traffic Signal Network Cabinets

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

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

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 18, 2024** by **Installation of Traffic Signal Network Cabinets, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager



September 18, 2024

City of Lathrop

Re: CIP 23-01 Installation of Traffic Signal Network Cabinets

Subject: Letter of Completion

The intent of this letter is to inform you that Pacific Excavation, Inc has completed the project listed above. We request the City's acceptance of the work completed per plans and specs along with extra work at force account totaling \$333,831.03.

If you have any questions regarding the above, please feel free to call me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Prescilla Gastelum". The signature is fluid and cursive, written over a white background.

Prescilla Gastelum
Corporate Secretary

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
DOCUMENT G707AIA

OWNER
ARCHITECT
CONTRACTOR
SURETY - X
OTHER

Bond No. CA4724559

PROJECT: Installation of Traffic Signal Network Cabinets, CIP PS 23-01
(name, address)

TO (Owner)

City of Lathrop

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: December 12, 2022

CONTRACTOR:

Tim Paxin's Pacific Excavation, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Great American Insurance Company

, SURETY COMPANY,

301 E 4th Street Cincinnati, OH 45202

on bond of (here insert name and address of Contractor)

Tim Paxin's Pacific Excavation, Inc., 9796 Kent St., Elk Grove, CA.95624

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Lathrop, 390 Towne Center Dr., Lathrop, CA. 95330

, OWNER,

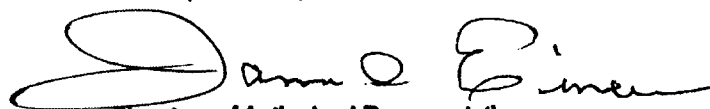
As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

18 day of September, 2024 19

Great American Insurance Company

Surety Company



Signature of Authorized Representative

Attest:
(Seal):

James D. Einerson, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On Sept. 18, 2024 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared -----James D. Einerson, Attorney-in-Fact-----
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/ ~~was~~
subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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 Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **DECEMBER**, 2020
Attest GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **2ND** day of **DECEMBER**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERHAH**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **18** day of **September**, 2024



Atty L C. B.

Assistant Secretary

Job # 23-2248

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: PACIFIC EXCAVATION INC
Name of Customer: CITY OF LATHROP
Job Location: CIP 23-01 INSTALL TRAFFIC SIGNAL NETWORK CABINETS
Owner: CITY OF LATHROP

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF LATHROP
Amount of Check: \$69,336.30
Check Payable to: PACIFIC EXCAVATION INC

EXCEPTIONS

This document does not affect any of the following:

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

SIGNATURE

Claimant's Signature: 
Claimant's Title: CORPORATE SECRETARY
Date of Signature: 9/18/2024

SECTION 00670

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01
CUPCCAA INFORMAL BID SOLICITATION**

GUARANTY

Bond No: CA4724559
Premium: \$0
Contract No: CIP PS 23-01

GUARANTY (WARRANTY) BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF LATHROP, (hereinafter referred to as "City") and Tim Paxin's Pacific Excavation, Inc., (hereinafter referred to as "Principal") have entered into an Agreement ("Contract") for **THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS, CIP PS 23-01**, and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$ 33,383.10] to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and Great American Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of Thirty-three thousand three hundred eighty-three & 10/100 Dollars (\$ 33,383.10) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond.

SECTION 00670

**THE INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS CIP PS 23-01
CUPCAA INFORMAL BID SOLICITATION**

GUARANTY

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of September 19, 2024 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Tim Paxin's Pacific Excavation, Inc.

(Principal)

By 
Signature

Prescille Gastelum
Corp Sec
Print Name and Title

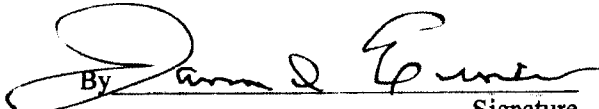
*Note:
To be signed by Principal
and Surety and acknowledgment and
notarial seal attached.*

Great American Insurance Company

(Surety)

301 E 4th Street Cincinnati, OH 45202

Address

By 
Signature

James D. Einerson, Attorney-in-Fact

Print Name and Title

(END OF SECTION)

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On Sept. 19, 2024 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared -----James D. Einerson, Attorney-in-Fact-----
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/●
subscribed to the within instrument and acknowledged to me that he/●/they executed the same in
his/●/their authorized capacity(●), and that by his/●/their 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 Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **DECEMBER**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **2ND** day of **DECEMBER**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **19** day of **September**, 2024



Atty L C B

Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On September 20th, 2024 before me, Michelle L. Pereira (Notary Public)
(insert name and title of the officer)

personally appeared Prescilla Gastelum
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle L. Pereira (Seal)



CHANGE ORDER NO. 2

CIP PS 23-01 Contract Change Order No. 2

City of Lathrop

CONTRACT CHANGE ORDER NO. 2
CIP PS 23-01

Contractor: Tim Paxin's Pacific Excavation

Address: 9796 Kent Street
Elk Grove, CA 95624

Change Order Date: September 20, 2024
Contract Execution Date: December 12, 2022
Notice to Proceed Date: February 3, 2023

Pursuant to your request and the provisions of the Contract Specifications, City agrees to revise line items as detailed in **Attachment A**, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the City of Lathrop and Tim Paxin's Pacific Excavation dated December 12, 2022.

I. CHANGES IN THE SPECIFICATIONS

None

II. ADDITION(S) TO CONTRACT

Additional \$55,415.52 to total cost of contract due to bid item overages and extra work. Refer to **Attachment A: Balancing Change Order Summary**

CHANGE ORDER NO. 2

\$55,415.52

CHANGE ORDER NO. 2

CIP PS 23-01 Contract Change Order No. 2

City of Lathrop

DESCRIPTION OF WORK

See additions to contract. The contractor provided all labor, material, equipment and performed all incidental tasks as necessary to complete the change order.

TIME OF COMPLETION

Complete

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed. Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

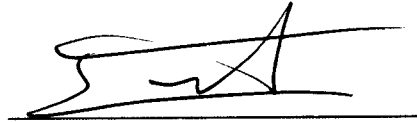
(END OF SECTION)

CHANGE ORDER NO. 2

CIP PS 23-01 Contract Change Order No. 2

City of Lathrop

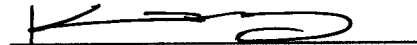
Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

10.8.2024
Date

Recommended
By:



Michael King
Assistant City Manager
City of Lathrop

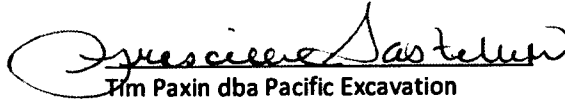
10.8.2024
Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Accepted By
Contractor:



Tim Paxin dba Pacific Excavation

10/8/2024
Date

Prescilla Gastelum
Print Name and Title Comp. Sec



**BALANCING CONTRACT CHANGE ORDER SUMMARY
CIP PS 23-01 INSTALLATION OF TRAFFIC SIGNAL NETWORK CABINETS**

			Pacific Excavation, Inc.										
			ORIGINAL ESTIMATED COST			FINAL COST							
Bid Item List	Quantity		Unit	Unit Cost	Subtotal	Quantity	Subtotal	Difference					
1	Mobilization @ 17 Locations	1	LS	\$12,750.00	\$12,750.00	1	\$12,750.00	\$0.00					
2	Traffic Control System	1	LS	\$8,500.00	\$8,500.00	1	\$8,500.00	\$0.00					
3	Provide ESCP	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00					
4	Concrete Foundation	13	EA	\$500.00	\$6,500.00	13	\$6,500.00	\$0.00					
5	Concrete Pedestal	15	EA	\$1,250.00	\$18,750.00	15	\$18,750.00	\$0.00					
5A	Install City Provided Nema 3 Cabinet	17	EA	\$400.00	\$6,800.00	18	\$7,200.00	\$400.00					
6	Supply Cabinet Cooling Fan	17	EA	\$500.00	\$8,500.00	21	\$10,500.00	\$2,000.00					
7	Supply & Install Breaker	17	EA	\$175.00	\$2,975.00	21	\$3,675.00	\$700.00					
8	Supply & Install Receptacle	17	EA	\$250.00	\$4,250.00	21	\$5,250.00	\$1,000.00					
9	Ground Bus Bar	17	EA	\$250.00	\$4,250.00	21	\$5,250.00	\$1,000.00					
10	Supply & Install Ground Rod 8'	17	EA	\$250.00	\$4,250.00	17	\$4,250.00	\$0.00					
11	2" Conduit Run from Tesco to Box	150	LF	\$210.00	\$31,500.00	160	\$33,600.00	\$2,100.00					
12	3" Conduit Run from Box to Controller	150	LF	\$275.00	\$41,250.00	160	\$44,000.00	\$2,750.00					
13	Supply and Intrall 120V 10 THWN	100	LF	\$30.00	\$3,000.00	1040	\$31,200.00	\$28,200.00					
14	Irrigation Control Codification	1	LS	\$3,800.00	\$3,800.00	1	\$3,800.00	\$0.00					
					Subtotal	\$	159,575.00	Subtotal	197,725.00	\$	38,150.00		
Contract Change Orders													
CCO 1	Mics. Work	LS	1	\$120,000.00		1	120,000.00	\$	120,000.00	\$	120,000.00		
CCO 2	Mics. Work	LS	1	\$16,106.04		1	16,106.04	\$	16,106.04	\$	16,106.04		
					Subtotal	\$	-	Subtotal	\$	136,106.04			
											Subtotal CCO + Overage on Contract Unit Prices (\$38,150 + \$136,106.04)	\$	174,256.04
											TOTAL (\$159,575 + \$174,256.04)	\$	333,831.04

SUMMARY

Original Contract Price	\$ 159,575.00
Approved Contract	\$ 135,825.00
Contract Change at Unit Price	\$ 38,150.00
Contract Change Orders	\$ 136,106.04
Subtotal for extra work	\$ 174,256.04
Approved Contingency	\$20,374.00
Approved Supplemental Contingency	\$120,000.00
Approved Contingency for Project	\$174,256.04
Total Approved Contingency	\$140,374.00
Total amount owed to contractor (\$159,579 +\$174,256.04)	\$333,831.04
Current Approved Budget (\$135,825+\$140,374)	\$276,199.00
Supplemental Budget	\$2,216.52
Current Budget including Supplemental	\$278,415.52
Remaining Balance Owed to Contractor	\$55,415.52

Acceptance by Contractor:

I have examined the quantities of contract items and amounts indicated as payment for extra work and deductions on the proposed final estimate. I agree to accept the total of \$333,831.04 as indicated, as total amount earned for all work performed on the above contract, except as may be indicated below.

Exceptions (check one)

None
 As indicated on the attached letter dated: _____

Pacific Excavation, Inc.

Prescilla Sabatino
 By: _____ Date: 10/8/2024
 Corp. Sec

RECOMMENDED: Ken Reed 10-8-2024
 Ken Reed, Construction Manager Date

APPROVED: Brad Taylor 10/8/2024
 Brad Taylor, PE., City Engineer Date

ITEM 4.22

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by MG and JC Concrete, Inc. for Reconstruction of Mossdale Elementary School Curb Ramps, CIP PS 24-07, to Ratify City Manager's Action to Execute Contract Change Order No. 1, and to Approve Budget Amendment**

SUMMARY:

To enhance and increase the safety of the pedestrian facilities adjacent to Mossdale Elementary School, the school requested the City to construct sidewalk and curb ramp improvements. Staff completed this work through Capital Improvement Project (CIP) PS 24-07 Traffic Calming, for the curb ramps reconstruction at Mossdale Elementary School (Project), which consisted of the following:

- Remove and replace two (2) curb ramps at the semi-circular driveway west of the Mossdale Elementary School on Golden Spike Trail
- Remove and replace two (2) curb ramps at the southwest and southeast corners of McKee Boulevard and Crescent Moon Drive
- Remove existing striping and install a new southerly crosswalk at McKee Boulevard and Crescent Moon Drive

Staff prepared and advertised the bid solicitation package with plans and specifications in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060. The City received and opened five (5) bids that upon review and evaluation, the lowest responsive and responsible bidder was determined to be MG and JC Concrete, Inc. with a bid of \$46,313.

During construction, the northwest and northeast corners of McKee Boulevard and Crescent Moon Drive were inspected and determined noncompliant with current American with Disabilities Act (ADA) requirements. MG and JC Concrete, Inc. submitted a quote to install these two (2) additional ramps, remove and replace curb, gutter, sidewalk, and restripe the entire McKee Boulevard and Crescent Moon Drive intersection.

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND APPROVE BUDGET AMENDMENT**

The additional work resulted in Contract Change Order (CCO) No. 1 for \$47,191 for a total construction cost of \$93,504. To avoid any delay in completing the Project prior to students returning to school from spring break, CCO No. 1 was issued using City Manager's signing authority. Staff is requesting Council ratify the City Manager's action to execute CCO No. 1 with MG and JC Concrete, Inc. for \$47,191.

Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. MG and JC Concrete, Inc. has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by MG and JC Concrete, Inc. for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to MG and JC Concrete, Inc., in the amount of \$4,676 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

Manteca Unified School District (MUSD) entered into a reimbursement agreement to reimburse the City \$20,000 of the Project cost. The City's contribution for construction of the Project is therefore a net of \$73,504. Sufficient funds were not allocated in the approved Fiscal Year 24-25 budget, thus staff is also requesting the approval of a budget amendment transferring \$74,000 from the Gas Tax Fund – HUTA (2030) to the CIP Project Fund (3310).

BACKGROUND:

McKee Boulevard and Crescent Moon Drive is a three-way stop intersection that fronts an emergency driveway at the Mossdale Elementary School. This intersection is heavily used by students from Mossdale residential area east of McKee Boulevard. To enhance the safety of pedestrians crossing, the Mossdale Elementary School requested the City to install a new crosswalk at the south crossing leg of this intersection. In addition, the Principal requested the removal and replacement of two (2) additional ramps at the semi-circular driveway on Golden Spike Trail.

Staff prepared and advertised the bid solicitation package with plans and specifications in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060. The City received and opened five (5) bids that upon review and evaluation, the lowest responsive and responsible bidder was determined to be MG and JC Concrete, Inc. with a bid of \$46,313.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND APPROVE BUDGET AMENDMENT**

During construction, the northwest and northeast corners of McKee Boulevard and Crescent Moon Drive were inspected and determined noncompliant with current ADA requirements. MG and JC Concrete, Inc. provided a quote to install these two (2) additional ramps, remove and replace 615 square feet of curb, gutter, and sidewalk, and restripe the entire McKee Boulevard and Crescent Moon Drive intersection.

The additional work resulted in Contract Change Order (CCO) No. 1 for \$47,191 for a total construction cost of \$93,504. To avoid any delay in completing the Project prior to students returning to school, CCO No. 1 was issued using City Manager’s signing authority. Staff requests Council ratify the City Manager’s action to execute CCO No. 1 with the MG and JC Concrete, Inc. for \$47,191 to complete CIP PS 24-07.

Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. Upon acceptance of the improvements, the performance and payment bonds (Bond No. 66292) will be released and replaced with a warranty bond (Bond No. 66292, \$46,313). 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. MG and JC Concrete, Inc. has also provided the necessary lien releases for the materials supplied and completed work.

REASON FOR RECOMMENDATION:

Construction of CIP PS 24-07 for Curb Ramps Reconstruction at Mossdale Elementary School was needed to install ADA standardized curb ramps and a new crosswalk at the McKee Boulevard and Crescent Moon Drive intersection. Ratification of Contract Change Order No. 1 with MG and JC Concrete, Inc. will allow the City to process final payment and accept the Project improvements.

FISCAL IMPACT:

The initial construction contract with MG and JC Concrete, Inc. was for \$46,313. CCO No. 1 in the amount of \$47,191 was issued for a total construction cost of \$93,504. MUSD entered into a reimbursement agreement with the City to contribute \$20,000 for construction of the Project.

Sufficient funds were not allocated in the approved Fiscal Year 24-25 budget, thus staff is also requesting the approval of a budget amendment transferring \$74,000 from the Gas Tax Fund – HUTA (2030) to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>	
2030-9900-990-9010	\$74,000

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND APPROVE BUDGET AMENDMENT

Increase Transfer In

3310-9900-393-0000	PS 24-07	\$74,000
--------------------	----------	----------

Increase Expense

3310-8000-420-1200	PS 24-07	\$74,000
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ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by MG and JC Concrete, Inc. for Reconstruction of Mosssdale Elementary School Curb Ramps, CIP PS 24-07, to Ratify City Manager’s Action to Execute Contract Change Order No. 1, and to Approve Budget Amendment
- B. Notice of Completion – Mosssdale Elementary School Curb Ramps, CIP PS 24-07
- C. Contract Change Order No. 1 with MG and JC Concrete, Inc. for Reconstruction of Mosssdale Elementary School Curb Ramps, CIP PS 24-07

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE,
INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB
RAMPS, CIP PS 24-07, RATIFY CONTRACT CHANGE ORDER NO. 1, AND
APPROVE BUDGET AMENDMENT

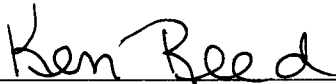
APPROVALS:



Angel Abarca
Assistant Engineer

10 / 1 / 2024

Date



Ken Reed
Senior Construction Manager

10-3-2024

Date



Brad Taylor
City Engineer

10/1/2024

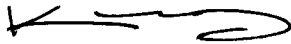
Date



Cari James
Finance Director

10/3/2024

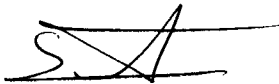
Date



Michael King
Assistant City Manager

10.2.2024

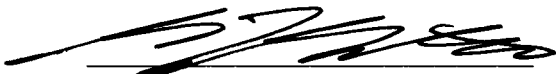
Date



Salvador Navarrete
City Attorney

10-3-2024

Date



Stephen J. Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG AND JC CONCRETE, INC. FOR RECONSTRUCTION OF MOSSDALE ELEMENTARY SCHOOL CURB RAMPS, CIP PS 24-07, TO RATIFY CITY MANAGER'S ACTION TO EXECUTE CONTRACT CHANGE ORDER NO. 1, AND TO APPROVE BUDGET AMENDMENT

WHEREAS, to enhance and increase the safety of the pedestrian facilities adjacent to Mossdale Elementary School, the school requested the City construct sidewalk and curb ramp improvements; and

WHEREAS, staff completed this work through Capital Improvement Project (CIP) PS 24-07 Traffic Calming, for the curb ramps reconstruction at Mossdale Elementary School (Project); and

WHEREAS, the scope of work included the reconstruction of curb ramps at the southwest and southeast corners of McKee Boulevard and Crescent Moon Drive, removal of existing markings, and installation of a new crosswalk using thermoplastic striping; and

WHEREAS, staff prepared and advertised the bid solicitation package with plans and specifications in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060; and

WHEREAS, the City received and opened five (5) bids that upon review and evaluation, the lowest responsive and responsible bidder was determined to be MG and JC Concrete, Inc. with a bid of \$46,313; and

WHEREAS, during construction, the northwest and northeast corners of McKee Boulevard and Crescent Moon Drive were inspected and determined noncompliant with current American with Disabilities Act (ADA) requirements; and

WHEREAS, MG and JC Concrete, Inc. provided a quote to install these two (2) additional ramps, remove and replace 615 square feet of curb, gutter, and sidewalk, and restripe the entire McKee Boulevard and Crescent Moon Drive intersection; and

WHEREAS, the additional work resulted in Contract Change Order (CCO) No. 1 for \$47,191 for a total construction cost of \$93,504; and

WHEREAS, to avoid any delay in completing the Project prior to students returning to school from spring break, CCO No. 1 was issued using City Manager's signing authority; and

WHEREAS, staff requests Council ratify the City Manager’s action to execute CCO No. 1 with the Contractor for \$47,191 for completion of CIP PS 24-07; and

WHEREAS, the initial construction contract with MG and JC Concrete, Inc. was for \$46,313. CCO No. 1 in the amount of \$47,191 was issued for a total construction cost of \$93,504; and

WHEREAS, Manteca Unified School District (MUSD) entered into a reimbursement agreement to reimburse the City \$20,000 of the Project cost; and

WHEREAS, the City’s contribution for construction of the Project is therefore a net of \$73,504. Sufficient funds were not allocated in the approved Fiscal Year 24-25 budget, thus staff is also requesting the approval of a budget amendment transferring \$74,000 from the Gas Tax Fund – HUTA (2030) to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2030-9900-990-9010		\$74,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-07	\$74,000
<u>Increase Expense</u>		
3310-8000-420-1200	PS 24-07	\$74,000

WHEREAS, MG and JC Concrete, Inc. has completed the construction of the project; staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

WHEREAS, MG and JC Concrete, Inc. has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, MG and JC Concrete, Inc. has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bonds (Bond No. 66292) will be released and replaced with a one-year warranty bond (Bond No. 66292, \$46,313) upon City Council’s acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by MG and JC Concrete, Inc. for Reconstruction of Mossdale Elementary School Curb Ramps, CIP PS 24-07; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby ratifies City Manager’s Action to Execute Contract Change Order No. 1 with MG and JC Concrete, Inc. for Reconstruction of Mossdale Elementary School Curb Ramps, CIP PS 24-07; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop hereby approves a budget amendment transferring \$74,000 from the Gas Tax Fund – HUTA (2030) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024, 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

**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:
Project No. CIP PS 24-07 Reconstruction of Mossdale Elementary School Curb Ramps by MG and JC Concrete, Inc.
- That on the 14th day of October 2024 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: MG and JC Concrete, Inc.
- That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>MG and JC Concrete, Inc.</u>	<u>401 Buckeye Street</u>	<u>Vacaville</u>	<u>CA 95688</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 PS 24-07 Reconstruction of Mossdale Elementary School Curb Ramps

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 **October 14, 2024** by **MG and JC Concrete, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

CHANGE ORDER NO. 1

Reconstruction of Curb Ramps,
CIP PS 24-07

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
Reconstruction of Curb Ramps, CIP PS 24-07

Contractor: MG and JC Concrete, Inc.

Address: 401 Buckeye St.
Vacaville, CA 95688

Change Order Date: October 9, 2024

Notice to Proceed Date: September 10, 2024

Contract Execution Date: September 10, 2024

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and proposal attached as Exhibit A, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **MG and JC Concrete, Inc.** dated **September 10, 2024**.

I. CHANGES IN THE SPECIFICATIONS

A. None

II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT

PCO #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Curb, gutter, and vertical curb removed	102	LF	\$38.00	\$3,876.00
1	Curb, gutter, and vertical curb reconstructed	169	SF	\$55.00	\$9,295.00
1	PCC sidewalk removed	616	SF	\$10.00	\$6,160.00
1	PCC sidewalk reconstructed	616	SF	\$35.00	\$21,560.00
1	Truncated domes	2	Each	\$1,800.00	\$3,600.00
1	Glued down domes	2	Each	\$600.00	\$1,200.00
1	Traffic control	1	Each	\$1,500.00	\$1,500.00
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER					\$47,191.00

CHANGE ORDER NO. 1

**Reconstruction of Curb Ramps,
CIP PS 24-07**

City of Lathrop

ORIGINAL CONTRACT AMOUNT	\$46,313.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #1	\$93,504.00

(END OF CHANGES)

DESCRIPTION OF WORK

See "II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT." The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order. Works to be performed are detailed in attached Exhibit A.

TIME OF COMPLETION

CCO #1 will not increase the time frame of the original contract.

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1. Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

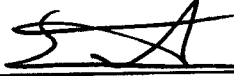
(END OF SECTION)

CHANGE ORDER NO. 1

**Reconstruction of Curb Ramps,
CIP PS 24-07**

City of Lathrop

Approved As
To Form:

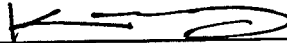


Salvador Navarrete
City Attorney
City of Lathrop

10-7-2024

Date

Recommended
By:



Michael King
Assistant City Manager
City of Lathrop

10-7-2024

Date

Approved By:

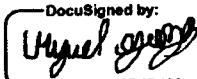


Stephen J. Salvatore
City Manager
City of Lathrop

10-9-24

Date

Accepted By
Contractor:

DocuSigned by:


MG and JC Concrete, Inc.

10/7/2024

Date

Miguel Gonzalez CEO

Print Name and Title

Exhibit A

Extra work on mossdale elementary school

S.W. corner of mckee blvd and crescent moon dr

Removed PCC sidewalk

Reconstructed PCC sidewalk 25 SF

N.W. corner mckee blvd and crescent moon dr

Removed Curb and gutter 37 LF

Reconstructed curb and gutter 80 LF

Removed PCC sidewalk 162 SF

Reconstructed PCC sidewalk 162 SF

Detectible warnings/ truncated domes 4'x5' installed 2

N.E. corner of mckee blvd and crescent moon dr

Removed curb and gutter 32 LF

Reconstructed curb and gutter 56 LF

Removed PCC sidewalk 319 LF

reconstructed PCC side walk 319 LF

S.E. ramp at golden spyke trail

Removed Curb and gutter 17 LF

Reconstructed curb and gutter 17 LF

Removed PCC sidewalk 70 SF

Reconstructed PCC side walk 70 SF

N.E. corner at golden spyke trail

Removed curb and gutter 16 LF

Reconstructed curb and gutter 16 LF

Removed PCC sidewalk 40SF

Reconstructed PCC sidewalk 40 SF

Glued down detectible warnings installation 2

Totals

curb and gutter and vertical curb removed	102 LF @ \$38 =	3,876
curb and gutter and vertical curb reconstructed	169 SF @ \$55 =	9,295
PCC sidewalk removed	616 SF @ \$10 =	6,160
PCC sidewalk reconstructed	616 SF @ \$35 =	21,560
Truncated domes	2 @ 1800 \$ =	3,600
Glued down domes	2 @ \$ 600 =	1,200
Traffic control		1,500
	TOTAL	47,191

ITEM 4.23

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP PK 25-13 SANGALANG PARK SHADE SHELTER, AWARD CONSTRUCTION CONTRACT TO B&M BUILDERS, INC. AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Create CIP PK 25-13 Sangalang Park Shade Shelter, Award Construction Contract to B&M Builders, Inc. and Approve Budget Amendment**

SUMMARY:

City staff received requests from residents to construct a shade shelter, amenities and concrete access paths at Sangalang Park (Project) to provide a second shaded venue at this park.

The plans and specifications for the construction of the Project were informally advertised for bid on September 18, 2024 pursuant to California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30. Public Works received and opened two (2) bids for the construction of the Project on October 3, 2024. One bid was subsequently withdrawn. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be B&M Builders, Inc. (B&M) with a base bid of \$192,140.

Staff requests City Council award a construction contract to B&M for the construction of the Project in the amount of \$192,140. Staff also requests City Council authorize a 15% contingency of \$28,820 for a total cost not to exceed \$220,960 and authorize staff to spend up to the amount of the contingency as necessary to achieve the goals of the Project.

Staff will need to order the shelter and other amenities for an estimated cost of \$81,300 as detailed in the Background Section of this Report. A budget amendment of \$303,000 is requested as detailed in the Fiscal Impact Section of this Report to have sufficient funds to pay for the Project's construction contract and contingency and purchase the shade structure and amenities.

BACKGROUND:

Sangalang Park is a neighborhood park in Stonebridge. This park provides numerous recreational opportunities and furnished public gathering areas at the north end of the park near the splash pad and playground. City staff received requests from residents to construct a second shade shelter near the south end of the park to provide another shaded venue for public gatherings. The proposed location of the shelter is immediately west of the tennis courts. This location will provide a covered

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 25-13 SANGALANG PARK SHADE SHELTER, AWARD
CONSTRUCTION CONTRACT TO B&M BUILDERS, INC. AND APPROVE BUDGET
AMENDMENT

location from which tennis matches could be viewed, and the surrounding grass provides a suitable venue for larger gatherings and other activities.

The Project’s scope of work includes the construction of a concrete slab for the shelter, concrete walkways, modifications to a drain inlet and extension of a water line. The construction contract will also require the installation and assembly of the following City-furnished items: 30’ diameter octagonal shade structure similar to the existing one at the north end of the park, four table & bench sets, a BBQ and hot coal bin, trash receptacle and drinking fountain.

Staff prepared the plans and specifications for the Project, and released them for bid solicitation on September 18, 2024 pursuant to CA PCC 22034 and LMC 3.30. Two (2) bids were received and opened by staff on October 3, 2024, both determined to be responsive and from responsible bidders.

Staff reviewed and evaluated the bids and determined that the responsible bidder with the lowest responsive bid is B&M, with a bid of \$192,140. Staff requests City Council adopt a resolution awarding a contract to B&M for \$192,140 for the construction of the Project.

Staff also requests City Council authorize a 15% contingency of \$28,820 and authorize staff to spend up to the amount of the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$220,960.

Staff further requests City Council approve funding for the purchase of the shade shelter and other items as summarized in Table 1, below:

Table 1: Summary of Estimated Costs for Materials

Item	Cost
Shade Structure	\$60,000
(4) Tables / benches / trash receptacle	\$28,000
Drinking Fountain	\$5,300
BBQ and hot coal bin	\$3,000
Total	\$96,300

The items listed above will be procured in compliance with Lathrop Municipal Code 2.36.110. The costs above are estimated costs based on previous purchases because not all quotes for these items have been received.

REASON FOR RECOMMENDATION:

The proposed improvements will add a covered facility for public gatherings to the park in an open location conducive to many activities.

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 25-13 SANGALANG PARK SHADE SHELTER, AWARD
CONSTRUCTION CONTRACT TO B&M BUILDERS, INC. AND APPROVE BUDGET
AMENDMENT

FISCAL IMPACT:

The proposed construction contract with B&M is for \$192,140. A 15% construction contingency is requested in the amount of \$28,820. \$96,300 is also needed for the purchase of the shade shelter and amenities as described above.

The estimated total project cost for which the budget amendment is requested is \$317,260.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 2024/25 budget to CIP PK 25-13 to award the construction contract, fund the contingency and purchase the Project materials; therefore, a budget amendment of \$303,000 from the Measure C Fund (1060) to the CIP Project Fund (3010) is requested as detailed below:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$318,000
 <u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 25-13	\$318,000
 <u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 25-13	\$318,000


The budget transfer of \$318,000 from the Measure C Fund (1060) is contingent upon the Measure C oversight committee finding that the proposed expenses are in compliance with appropriate use of Measure C funds.

ATTACHMENTS:

- A. Resolution to Create CIP PK 25-13 Sangalang Park Shade Shelter, Award Construction Contract to B&M Builders, Inc. and Approve Budget Amendment
- B. Construction Contract with B&M Builders, Inc. for CIP PK 25-13, Sangalang Park Shade Shelter

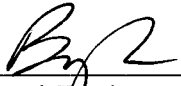
CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE SANGALANG PARK SHADE SHELTER, CAPITAL IMPROVEMENT
PROJECT PK 25-13, AWARD CONSTRUCTION CONTRACT TO
B&M BUILDERS, INC. AND APPROVE BUDGET AMENDMENT

APPROVALS:



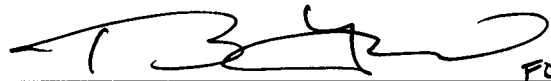
Steven Hollenbeak
Assistant Engineer

10.3.24
Date



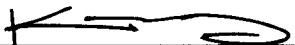
Brad Taylor
City Engineer

10/7/2024
Date

 FOR

Cari James
Director of Finance

10/8/2024
Date



Michael King
Assistant City Manager

10.8.2024
Date



Salvador Navarrete
City Attorney

10.7.2024
Date



Stephen J. Salvatore
City Manager

10.8.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP PK 25-13, SANGALANG PARK SHADE SHELTER, AWARD CONSTRUCTION CONTRACT TO B&M BUILDERS, INC. AND APPROVE BUDGET AMENDMENT

WHEREAS, Sangalang Park is a neighborhood park in Stonebridge, which provides numerous recreation opportunities; and

WHEREAS, City staff received requests from residents to construct a shade shelter, concrete pathways and other amenities (Project) to provide a covered venue; and

WHEREAS, on September 18, 2024, the City solicited bids for the construction of the Project pursuant to informal bidding procedures in Public Contract Code 22034 and Lathrop Municipal Code 3.30; and

WHEREAS, a total of two (2) bids were received and opened by staff on October 3, 2024, and one of the bids was subsequently withdrawn by the bidder; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be B&M Builders, Inc. (B&M) with a bid of \$192,140; and

WHEREAS, staff requests City Council approve the creation of Sangalang Park Shade Shelter, Capital Improvement Project (CIP) PK 25-13; and

WHEREAS, staff requests City Council award a construction contract to B&M in the amount of \$192,140 for the construction of the Project; and

WHEREAS, staff requests City Council authorize a 15% contingency in the amount of \$28,820, for a total cost of \$220,960 and authorize staff to spend the up to the amount of the contingency as necessary to achieve the goals of the Project; and

WHEREAS, staff will order the shelter and other amenities for an estimated cost of \$96,300; and

WHEREAS, sufficient funds were not allocated to CIP PK 25-13 in the approved Fiscal Year 2024/25 budget for the construction of the Project, construction contingency and the purchase of the shade structure, tables and other amenities, staff also requests City Council approve a budget amendment transferring \$318,000 from the Measure C Fund (1060) to the Project CIP fund (3310) as detailed below and contingent on the approval of the Measure C Oversight Citizens' Committee:

<u>Increase Transfer Out</u>		
1060-99-00-990-90-10		\$318,000
<u>Increase Transfer In</u>		
3010-99-00-393-00-00	PK 25-13	\$318,000
<u>Increase Expenditures</u>		
3010-80-00-420-12-00-00	PK 25-13	\$318,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the creation of Sangalang Park Shade Shelter, CIP PK 25-13; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby awards a contract to Deol Construction for the construction of Sangalang Park Shade Shelter, CIP PK 25-13 for \$192,140; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% contingency of \$28,820, for a total cost of \$220,960 and authorizes staff to spend up to the amount of the contingency as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment of \$318,000 to fund the construction contract, contingency and materials purchases as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024 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

SECTION 00500

SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONTRACT

This Contract, dated October 14, 2024 is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and B&M Builders, 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 **SANGALANG PARK SHADE SHELTER, CIP PK 25-13** (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 construction of a concrete slab, pier footings and concrete flat work, installation of City-furnished shade shelter, drinking fountain and other outdoor amenities, extension of a water line and adjustments to landscaping and drainage facilities, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 60 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: \$ 192,140 (One Hundred Ninety Two Thousand One Hundred Forty 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 Warranty Bond Acknowledgement) and the Bid Documents submitted by Deol Construction Company, Inc. on October 3, 2024. For the

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CONSTRUCTION CONTRACT

purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

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SANGALANG PARK SHADE SHELTER, CIP PK 25-13
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CONSTRUCTION CONTRACT

- by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
 9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work

without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the 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

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CONSTRUCTION CONTRACT

worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

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- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
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;

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- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements

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CONSTRUCTION CONTRACT

given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: B&M Builders, Inc.

Phone: (916) 638-8626

ATTN: Patrick Mullen

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.

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CONSTRUCTION CONTRACT

- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day

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observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.

- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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

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CONSTRUCTION CONTRACT

CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

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SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

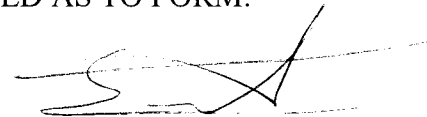
CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

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**SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: Public Works Department

FOR: SANGALANG PARK SHADE SHELTER, CIP PK 25-13

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

BASIS OF AWARD

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

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**SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

SANGALANG PARK SHADE SHELTER, CIP PK 25-13

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Grubbing, Offhaul, Transportation and Disposal of Turf and Soil Excess	1	LS	12500	12,500
2	Grade and Compact Soil for PCC Slabs	910	SF	10	9.100
3	Construct PCC Slab for Shade Shelter @ 6" Deep Per Project Plans & Specifications	830	SF	25	20.750
4	Construct Pier Footings for Shade Shelter Slab Per Project Plans & Specifications	8	EA	5000	40.000
5	Install ¾" PVC Water Line to Drinking Fountain	250	LF	50	12500
6	Install City-Furnished Modular Octagonal Shade Shelter	1	LS	31750	31.750
7	Irrigation Relocation and Landscape Repairs	1	LS	9500	9,500
8	Assemble / Install City-Furnished Outdoor Table / Bench Assembly	4	EA	2750	11.000
9	Install City-Furnished Drinking Fountain Per Project Plans & Specifications	1	EA	10000	10.000
10	Raise Storm Drain Inlet to Grade and Modify Cover to Meet ADA Standards	1	LS	4000	4.000

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**SANGALANG PARK SHADE SHELTER, CIP PK 25-13
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BID PROPOSAL FORMS

11	Place Concrete Walkways Per Project Plans & Specifications	1020	SF	20	20,400
12	Place Concrete Steps Per Project Plans & Specifications	17	EA	420	7,140
13	Install City-Furnished BBQ and Hot Coal Bin per Manufacturer's Directions	1	LS	1750	1750
14	Install City-Furnished Trash Can	1	LS	1750	1750

TOTAL BID: \$ 192,140

TOTAL BID IN WORDS: One Hundred Ninety Two Thousand
One Hundred Forty Dollars

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SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

(1) Bidder's name and address:

B&M Builders, Inc.

11330 Sunrise Park Dr. Ste C, Rancho Cordova, CA 95742

(2) Bidder's office telephone number: (916) 638-8626

(3) Bidder's email address: pmullen@bm-builders.com

(4) Bidder's Contractor's License # / Expiration Date / Classification:

861848 / 7-31-2025 / A, B, C8, C10, C12, C20, C27, C31, C53, C54

(5) Bidder's DIR Registration # / Expiration:

1000003277 / 6-30-2026

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

Name: N/A Date of Inspection: N/A

(7) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
2024 ADA Upgrade Project	\$96,905.67	City of South Lake Tahoe - 1740 D St. South Lake Tahoe, CA 96150 - (530) 542-6033
Douglas Boulevard Median Modification Project	\$341,272.30	County of Placer - 3091 County Center Dr Auburn, CA 95603 - (530) 745-7522
Markham School Pedestrian Improvements Project	\$178,408.10	City of Vacaville - 650 Merchant St Vacaville, CA 95688 - (707) 449-5317
O'Neil Park Restroom Replacement	\$177,290.00	City of Sacramento Youth, Parks & Community Enrichment - 915 I St, 3rd Floor Sacramento, CA 95814 - (916) 380-8813

00300-4

SECTION 00300

**SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCAA 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. Shade Structure Installation	808069	28.758%	Creative Builders - P.O. Box 1568, Shafter, CA 93263
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

**SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

10-3-2024

Dated

B&M Builders, 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.

Patrick Mullen - President, Secretary, Treasurer, Manager - 11330 Sunrise Park Dr. Ste C, Rancho Cordova CA 95742

Jonathan Brown - CEO - 11330 Sunrise Park Dr. Ste C, Rancho Cordova, CA 95742

Austin O'Connell - Vice President - 11330 Sunrise Park Dr. Ste C, Rancho Cordova, CA 95742

00300-6

SECTION 00300

SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE B & M Builders, Inc.

as PRINCIPAL, and Travelers Casualty and Surety Company of America

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Total Amount Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **SANGALANG PARK SHADE SHELTER, CIP PK 25-13.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

00300-7

SECTION 00300

SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 2nd day
of October, 2024.


B & M Builders, Inc. _____ (Seal)

 _____ (Seal)
Patrick Mullen, President

Address: 11330 Sunrise Park Drive, Suite C,

Rancho Cordova, CA 95742

Travelers Casualty and Surety Company of America _____ (Seal)

 _____ (Seal)

Ryan Tash, Attorney-in-Fact

Address: ONE TOWER SQUARE

HARTFORD, CT 06183

NOTE: Signatures of those executing for the surety must be properly acknowledged.

00300-8

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 10/02/24 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Patrick Mullen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



SECTION 00300

SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

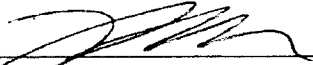
BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____) ss.

Patrick Mullen _____, being first duly sworn, deposes and says that he or she is

President _____ of B & M Builders, Inc. _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



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

SEE ATTACHED NOTARY JURAT

The County of _____

State of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

00300-9

ACKNOWLEDGMENT

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


State of California
County of Sacramento

On 10/02/24 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

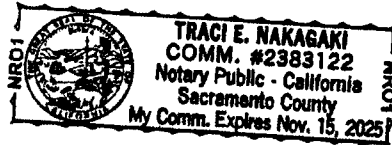
personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

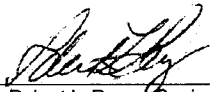
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ryan Tash** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

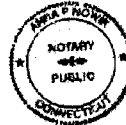
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

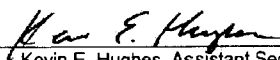
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **October**, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

State of California
County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 2nd
day of October, 2024, by Patrick Mullen

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Patrick Mullen", written over a horizontal line.

SECTION 00300

SANGALANG PARK SHADE SHELTER, CIP PK 25-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No 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)

00300-10

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ITEM 4.24

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

RECOMMENDATION: Adopt Resolution to Create Capital Improvement Project PS 25-04 for Roth Road Pavement Rehabilitation, to Award a Construction Contract to George Reed, Inc., to Approve a Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement

SUMMARY:

Staff is proposing to create Capital Improvement Project (CIP) PS 25-04 for Roth Road Pavement Rehabilitation (Project) to repair deteriorated pavement along Roth Road from Manthey Road to Intermodal Way. The Project scope of work consists of grinding off 3" of existing pavement, constructing 3" Hot Mix Asphalt (HMA) overlay with glass grid, and installing thermoplastic striping and markings with reflective pavement markers on Roth Road from Manthey Road to Intermodal Way.

Staff prepared the specifications and improvement plans that were advertised for formal bid on August 29, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened seven (7) bids on September 24, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be George Reed, Inc. (George Reed) with a bid of \$1,339,543.

Staff is requesting that City Council create CIP PS 25-07 for Roth Road Pavement Rehabilitation and award a construction contract to George Reed for construction of the Project in the amount of \$1,339,543 plus a 15% construction contingency in the amount of \$201,000 for a total construction budget of \$1,540,543.

The City was approved to receive \$2,200,000 of federal funds with a required local match of \$285,000 for construction of the Project. The California Department of Transportation (Caltrans) requires the execution of a Program Supplement Agreement (PSA) for the City to be eligible to receive this federal funding. The City received PSA No. F014 (Attachment C) that must be executed prior to requesting reimbursement of federal funding.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION,
AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE
BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH
CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT**

Staff requests City Council approve PSA No. F014 with Caltrans and authorize City Manager to execute the PSA for reimbursement of federal funds toward the Project. Staff is also requesting City Council approve a budget amendment transferring \$285,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) for the local match to the federal funds.

BACKGROUND:

Staff proposes to create CIP PS 25-04 to rehabilitate the existing pavement on Roth Road between Manthey Road and Intermodal Way to support the movement of truck traffic to and from Interstate 5. The Project will grind 3” of existing surface, install glass grid pavement reinforcement, overlay 3” of HMA, and install new signing and striping along Roth Rd.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on August 29, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Seven (7) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
George Reed, Inc.	\$1,339,543
Consolidated Engineering	\$1,381,785
United Pavement Maintenance	\$1,487,782.25
QA Constructors, Inc.	\$1,499,300
DSS Company dba Knife River Construction	\$1,591,250
Martin Brothers Construction	\$1,623,000
Rapid Grading Services	\$1,769,152.70

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is George Reed. Staff requests City Council adopt a resolution to award a construction contract to George Reed for \$1,339,543. Staff also requests City Council authorize a 15% construction contingency of \$201,000 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$1,540,543.

The City received authorization of federal funds in the amount of \$2,200,000 toward construction of CIP PS 25-04. Caltrans requires the execution of a PSA specific to each Federal-Aid project for local agencies to be eligible to receive the approved federal funds.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION,
AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE
BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH
CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT**

The PSA outlines the standards and procedures to be followed by administering agencies when requesting reimbursement of corresponding federal funding. Staff is requesting that City Council approve PSA No. F014 with Caltrans and authorize City Manager to execute the Agreement for reimbursement of federal funds towards the Project.

REASON FOR RECOMMENDATION:

Creation of CIP PS 25-04 is needed to allocate and receive federal funding towards construction of improvements to Roth Road. Awarding a construction contract to George Reed will allow the Project to repair existing pavement deficiencies and reinforced the surface structure for heavy truck traffic.

FISCAL IMPACT:

The City is authorized to receive \$2,200,000 in federal funding with a required local match of \$285,000. Staff is requesting City Council approve a budget amendment transferring \$285,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Increase Revenue</u>		
2150-8000-333-0500		\$2,200,000
 <u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$285,000
 <u>Increase Transfer Out</u>		
2150-9900-990-9010		\$2,200,000
1010-9900-990-9010		\$285,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-04	\$2,485,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-04	\$2,485,000

ATTACHMENTS:

- A. Resolution to Create Capital Improvement Project PS 25-04 for Roth Road Pavement Rehabilitation, to Award a Construction Contract to George Reed, Inc., to Approve a Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

- B. Construction Contract with George Reed, Inc. for CIP PS 25-04 for Roth Road Pavement Rehabilitation
- C. Program Supplement Agreement No. F014 to Administering Agency-State Agreement for Federal-Aid Projects No. 10-5456F15
- D. Project Location Map

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION,
AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE
BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH
CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

APPROVALS:



Angel Abarca
Assistant Engineer

9/26/2024

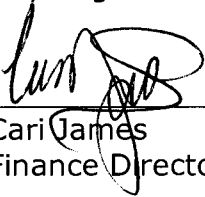
Date



Brad Taylor
City Engineer

9/26/2024

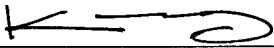
Date



Cari James
Finance Director

10/4/2024

Date



Michael King
Assistant City Manager

9.26.2024

Date



Salvador Navarrete
City Attorney

9.30.2024

Date



Stephen J. Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP PS 25-04 FOR ROTH ROAD PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, staff is proposing to create Capital Improvement Project (CIP) PS 25-04 for Roth Road Pavement Rehabilitation (Project) to repair deteriorated pavement along Roth Road from Manthey Road to Intermodal Way; and

WHEREAS, the Project scope of work consists of grinding off 3" of existing pavement, constructing 3" Hot Mix Asphalt (HMA) overlay with glass grid, and installing thermoplastic striping and markings with reflective pavement markers on Roth Road from Manthey Road to Intermodal Way; and

WHEREAS, staff prepared the specifications and improvement plans that were advertised for formal bid on August 29, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, the City Clerk received and opened seven (7) bids on September 24, 2024; and

WHEREAS, based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be George Reed, Inc. (George Reed) with a bid of \$1,339,543; and

WHEREAS, staff is requesting that City Council create CIP PS 25-07 for Roth Road Pavement Rehabilitation and award a construction contract to George Reed for construction of the Project in the amount of \$1,339,543 plus a 15% construction contingency in the amount of \$201,000 for a total construction budget of \$1,540,543; and

WHEREAS, the City was approved to receive \$2,200,000 of federal funds with a required local match of \$285,000 for construction of the Project; and

WHEREAS, the California Department of Transportation (Caltrans) requires the execution of a Program Supplement Agreement (PSA) for the City to be eligible to receive this federal funding; and

WHEREAS, staff requests City Council approve PSA No. F014 with Caltrans and authorize City Manager to execute the PSA for reimbursement of federal funds toward the Project; and

WHEREAS, the City is authorized to receive \$2,200,000 in federal funding with a required local match of \$285,000. Thus, staff is also requesting City Council approve a budget amendment transferring \$285,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Increase Revenue</u>		
2150-8000-333-0500		\$2,200,000
<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$285,000
<u>Increase Transfer Out</u>		
2150-9900-990-9010		\$2,200,000
1010-9900-990-9010		\$285,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-04	\$2,485,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-04	\$2,485,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby creates CIP PS 25-04 for Roth Road Pavement Rehabilitation; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with George Reed, Inc. for construction of CIP PS 25-04 for Roth Road Pavement Rehabilitation in the amount of \$1,339,543; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of \$201,000 for a total construction budget of \$1,540,543 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, City Council approves PSA No. F014 with Caltrans and authorizes City Manager to execute the Agreement for reimbursement of federal funds towards the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$285,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

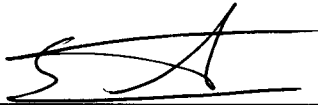
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **October 14, 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **George Reed, 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 **Roth Road Pavement Rehabilitation, CIP PS 25-04** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to: grind off 3" of existing pavement, construct 3" HMA overlay with geogrid, and install new signing and striping, markings and markers on Roth Road from Manthey Road to Intermodal Way, and performing all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 1,339,543

3. Construction Documents. This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by George Reed, Inc. on September 24, 2024.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract.

A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in

the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the 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 to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
 - f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

(209) 941-7430
 FAX: (209) 941-7449
 ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) **Consent.** Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) **Controlling Law.** The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) **Definitions.** The definitions and terms are as defined in these specifications.
- (5) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) **Headings.** The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) **Incorporation of Documents.** All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

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

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

CONTRACTOR:

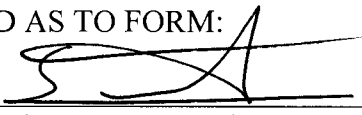
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04

Revised Bid Schedule

Bid Item	Description	Quantity	Units	Unit Price	Extended Price
1	Mobilization, Bonds & Insurance	1	LS	43,250 ^{SP}	43,250 ^{SP}
2	Provide and Implement Traffic Control Plan	1	LS	100,000 ^{EQ}	100,000 ^{EQ}
3	Erosion and Sediment Control Plan (ESCP)	1	LS	4,500 ^{EQ}	4,500 ^{EQ}
4	Lower and Raise Valve Covers	17	EA	1,500.00	25,500.00
5	Lower and Raise Manhole Covers	6	EA	2,000.00	12,000.00
6	Lower and Raise Monument Covers	3	EA	1,500.00	4,500.00
7	Digouts as Shown per Plans	15,000	SF	0 ⁸⁵	12,750 ^{EQ}
8	Remove and Replace In-Kind Traffic Signal Loop	1	LS	5,510.00	5,510.00
9	Grind and Dispose 3" AC	235,900	SF	.50	117,950.00
10	Place / Compact HMA @ 3" Depth / Single Lift	5,325	TON	116 ^{EQ}	617,700 ^{EQ}
11	Install Tensar 8502 Glasgrid	265,000	SF	1 ⁰⁸	286,200 ^{EQ}
12	Remove / Dispose of PCC Median Island and Reconstruct to Existing Detail and as Shown on Project Plans	60	LF	118.50	7,110.00
13	Thermoplastic Striping - 12" White Line	400	LF	10.00	4,000.00
14	Thermoplastic Striping - 8" Chevrons	240	LF	3.00	720.00
15	Thermoplastic Striping - 8" White / Yellow Hatch	730	LF	3.00	2,190.00
16	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 9	740	LF	1.00	740.00

ADDENDUM #2

17	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 22	4,670	LF	3.50	16,345.00
18	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 25	1,310	LF	1.50	1,965.00
19	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 27B	12,630	LF	1.50	18,945.00
20	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 29	1020	LF	7.00	7,140.00
21	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 32	525	LF	6.50	3,412.50
22	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 38	1700	LF	2.15	3,655.00
23	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 37B	240	LF	2.00	480.00
24	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 41	120	LF	2.00	240.00
25	8' STOP, AHEAD, XING, KEEP, CLEAR Legends	30	EA	540.00	16,200.00
26	Thermoplastic Marking -Type I Arrow	7	EA	140.00	980.00
27	Thermoplastic Marking -Type IV Arrow (Left or Right)	30	EA	150.00	4,500.00
28	Thermoplastic Marking -Type VII Arrow	2	EA	270.00	540.00
29	Insert Blue RPM @ Fire Hydrant	8	EA	65.00	520.00
30	Ins tall Shoulder Backing	1	LS	500.00	500.00
31	Install Signage per Plans	1	LS	19,500.00	19,500.00

TOTAL BID: 1,339,543⁰⁰

Total Bid Amount In Words:

ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED
FOULTY THREE DOLLARS AND ZERO CENTS.

ADDENDUM #2

PROGRAM SUPPLEMENT NO. F014
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 10-5456F15

Adv. Project ID
 1024000263

Date: August 28, 2024
 Location: 10-SJ-0-LTRP
 Project Number: STPL-5456(024)
 E.A. Number:
 Locode: 5456

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/23/2020 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Pavement rehabilitation of Roth Road (Manthey Road to Intermodal Way).

TYPE OF WORK: Roth Road Pavement Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Y230		LOCAL	OTHER
\$2,485,033.50		\$2,200,000.00	\$285,033.50	\$0.00

CITY OF LATHROP

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
 Division of Local Assistance

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Makbib Woldegebrail

Date 08/28/2024

\$2,200,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

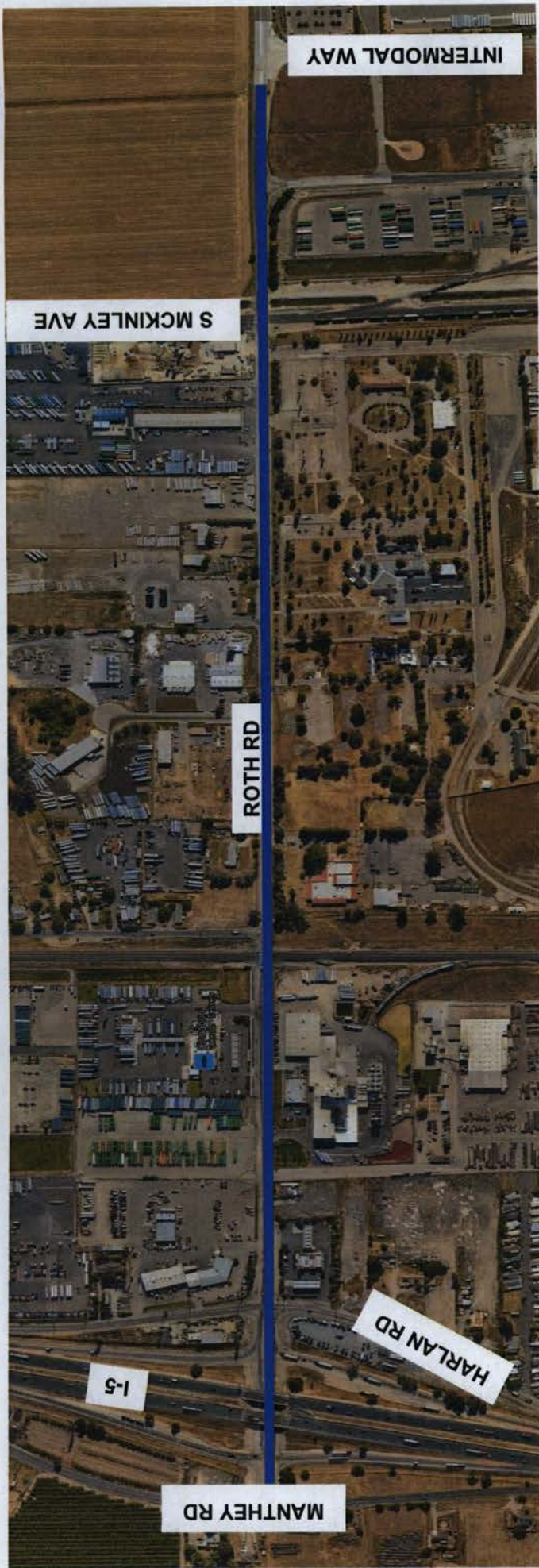
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



PROJECT LOCATION MAP

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ITEM 4.25

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PS 25-12 FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Create CIP PS 25-12 for River Islands Parkway and Oberlin Avenue Traffic Signal and Professional Services Agreement With Hexagon Transportation Consultants, Inc. and Approve Budget Amendment

SUMMARY:

During the September 9th, 2024 City Council Regular Meeting, City Council discussed concerns about the safety of pedestrians crossing the River Islands Parkway and Oberlin Avenue (Intersection) to access the newly constructed Champions Community Park. Staff advised against the installation of an All-Way Stop Control (AWSC) at the Intersection as the traffic conditions and volumes do not currently meet the AWSC warrants of the California Manual on Uniform Traffic Control Devices (CAMUTCD). City Council directed staff to install an AWSC with a pedestrian crossing at the Intersection and work toward the installation of a traffic signal to replace the AWSC at a later date.

The AWSC and pedestrian crossing was installed by City staff on September 24, 2024. Staff completed a warrant analysis for a traffic signal at the Intersection and determined that a signal is not warranted under current and anticipated future conditions.

At the direction of City Council, staff provided this opportunity to create Capital Improvement Project (CIP) PS 25-12 for the River Islands Parkway and Oberlin Avenue Traffic Signal (Project). Staff requested a proposal from Hexagon Transportation Consultants, Inc. (Hexagon) for the design of the traffic signal. No other design consultants were solicited as Hexagon is the main traffic consultant for the River Islands development and therefore has a unique understanding of the Intersection and surrounding area.

Staff requests that City Council consider the creation of CIP PS 25-12 for the Project and a professional services agreement with Hexagon to provide the design of the traffic signal for a total cost of \$42,000. Staff also requests council consider the approval of a budget amendment transferring \$800,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the design engineering phase and estimated construction cost.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-12 FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE
TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND BUDGET
AMENDMENT

BACKGROUND:

During the September 9th, 2024 City Council Regular Meeting, City Council discussed concerns about the safety of pedestrians crossing the Intersection to access the newly constructed Champions Community Park. Staff advised against the installation of an All-Way Stop Control (AWSC) at the intersection of River Islands Parkway and Oberlin Avenue (Intersection) as the traffic conditions and volumes do not currently meet the AWSC warrants of the California Manual on Uniform Traffic Control Devices (CAMUTCD). City Council directed staff to install an AWSC with a pedestrian crossing at the Intersection and work toward the installation of a traffic signal to replace the AWSC at a later date.

Staff requests that City Council consider the creation of CIP PS 25-12 for the Project and a professional services agreement with Hexagon to provide the design of the traffic signal for a total cost of \$42,000. Staff also requests council consider the approval of a budget amendment transferring \$800,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the design engineering phase and estimated construction cost.

REASON FOR RECOMMENDATION:

CIP 25-12 will fulfill the request of City Council to install a traffic signal at the Intersection.

FISCAL IMPACT:

Sufficient funds were not allocated in the approved FY 24-25 budget. Therefore, staff is requesting the approval of a budget amendment transferring \$800,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$800,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$800,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-12	\$800,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-12	\$800,000

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING


CREATE CIP PS 25-12 FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution to Create CIP PS 25-12 for River Islands Parkway and Oberlin Avenue Traffic Signal and Professional Services Agreement With Hexagon Transportation Consultants, Inc. and Approve Budget Amendment
- B. Professional Services Agreement with Hexagon Transportation Consultants, Inc.

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-12 FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE
TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND BUDGET
AMENDMENT

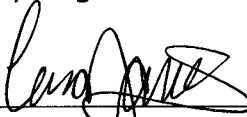
APPROVALS:



Brad Taylor
City Engineer

10/1/2024

Date



Cari James
Finance Director

10/3/2024

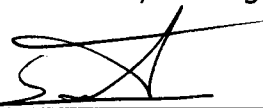
Date



Michael King
Assistant City Manager

10.2.2024

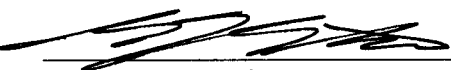
Date



Salvador Navarrete
City Attorney

10-3-2024

Date



Stephen J. Salvatore
City Manager

10-7-24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP PS 25-12 FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. AND BUDGET AMENDMENT

WHEREAS, during the September 9th, 2024 City Council Regular Meeting, staff advised against the installation of an All-Way Stop Control (AWSC) at the intersection of River Islands Parkway and Oberlin Avenue (Intersection) as the traffic conditions and volumes do not currently meet the AWSC warrants of the California Manual on Uniform Traffic Control Devices (CAMUTCD); and

WHEREAS, City Council directed staff to install an AWSC with a pedestrian crossing at the Intersection and work towards the installation of a traffic signal to replace the AWSC at a later date; and

WHEREAS, the AWSC and pedestrian crossing was installed by City staff on September 24, 2024. Staff completed a warrant analysis for a traffic signal at the Intersection and determined that a signal is not warranted under current and anticipated future conditions; and

WHEREAS, at the direction of City Council, staff drafted this resolution to allow council to create Capital Improvement Project (CIP) PS 25-12 for the River Islands Parkway and Oberlin Avenue Traffic Signal (Project); and

WHEREAS, staff requested a proposal from Hexagon Transportation Consultants, Inc. (Hexagon) for the design of the traffic signal. No other design consultants were solicited as Hexagon is the main traffic consultant for the River Islands development and therefore has a unique understanding of the Intersection and surrounding area; and

WHEREAS, staff requests that City Council consider whether to create CIP PS 25-12 for the Project and approve a professional services agreement with Hexagon to provide the design of the traffic signal for a total cost of \$42,000; and

WHEREAS, staff also requests council consider whether to approve a budget amendment transferring \$800,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the design engineering phase and estimated construction cost as follows:

<u>Decrease Street Repair Reserves</u>	
1010-251-03-00	\$800,000
<u>Increase Transfer Out</u>	
1010-9900-990-9010	\$800,000

<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-12	\$800,000

<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-12	\$800,000

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP PS 25-12 for the Project and approve a professional services agreement with Hexagon to provide the design of the traffic signal for a total cost of \$42,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$800,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the design engineering phase and estimated construction cost as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024, 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
HEXAGON TRANSPORTATION CONSULTANTS, INC.
TO PROVIDE TRAFFIC SIGNAL DESIGN SERVICES TO COMPLETE
THE DESIGN PHASE FOR CIP PS 25-12 RIVER ISLANDS PARKWAY
AND OBERLIN AVENUE TRAFFIC SIGNAL**

THIS AGREEMENT, dated for convenience this **14TH** day of **October 2024**, is by and between **HEXAGON TRANSPORTATION CONSULTANTS, INC.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service.

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

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$42,000**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

shall CONSULTANT be entitled to compensation for work not included in Exhibit “A” unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **October 14, 2024**, and it shall terminate no later than **July 31, 2026**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT’S bills shall include a list of all tasks, the total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jeffrey A. Elia, P.E.**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claim made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

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.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, and hold CITY, its officers and employees harmless from and against liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the negligent performance of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless shall be in proportion to the percentage of fault of the CONSULTANT that has been actually determined. 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.

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents,

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

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

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: Jeffrey A. Elia, P.E.
100 Century Center Court, Suite 501
San Jose, CA 95112

Phone: (408) 971-6100

(16) Miscellaneous

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

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

(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the

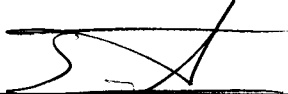
CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH HEXAGON
TRANSPORTATION CONSULTANTS, INC. FOR PS 25-12

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 10.3.2024
Date

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Jeffrey A. Elia, P.E.
100 Century Center Court, Suite 501
San Jose, CA 95112

Fed ID # _____
Business License # _____

Signature Date

(Print Name and Title)



HEXAGON TRANSPORTATION CONSULTANTS, INC.

September 24, 2024

Brad Taylor
City of Lathrop - Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

Re: *Proposal to Provide Traffic Engineering Design Services for the Signal Installation at the Intersection of River Islands Parkway and Oberlin Avenue in Lathrop, California*

Dear Brad,

Hexagon Transportation Consultants, Inc. is pleased to submit this proposal for providing traffic engineering design services associated with the signal installation at the intersection of River Islands Parkway and Oberlin Avenue for the City of Lathrop.

Project Understanding

It is our understanding that the City of Lathrop would like to install a traffic signal at the existing two-way stop intersection of River Islands Parkway and Oberlin Avenue. In order to accommodate these improvements traffic signal design plans will be needed. In addition, we anticipate there will be minor signing/stripping improvements needed in the vicinity of the intersection to accommodate the traffic signal installation.

Hexagon will prepare traffic signal installation plans and signing/stripping plans to accommodate the project improvements described above. The plans will be designed in accordance with all applicable federal, state, and local regulations and standards, such as the *California Manual on Uniform Traffic Control Devices (CA MUTCD)* requirements, the *Americans with Disabilities Act (ADA)* requirements, the Caltrans Standards and Specifications, etc. In addition, Hexagon will ensure that the plans adhere to City of Lathrop format, and that equipment specified on the plans is in accordance with City of Lathrop preferences.

Note that utility, joint trench, and civil engineering improvements (such as curb, gutter, sidewalk, curb ramps, corner improvements, median modifications, etc.) that may be necessary due to these traffic signal and signing/stripping improvements are not covered within this scope of work.

Work Scope

Traffic Signal Installation Plans

Traffic signal installation plans will be developed for the intersection of River Island Parkway and Oberlin Avenue. The traffic signal plans will be designed to be compliant with applicable State and Federal Standards, modified for any special local agency standards and requirements.

Signal Interconnect Plans

It is assumed that signal interconnect plans will be needed to connect the new signal at River Island Parkway and Oberlin Avenue to the signals at the adjacent River Island Parkway intersections at Dell'Osso Drive and Sidwell Drive. The signal design plans will include the



necessary notes and details to document the installation and modification of signal interconnect conduit, cable, pull boxes, and equipment associated with the new traffic signal.

It is assumed that since the fiber optic system is owned and maintained by the City, the City will provide a list of necessary equipment and the required information for fiber terminations. Any relevant information provided by the City can be included in the signal interconnect plans in the form of notes and equipment information. However, our scope does not include identifying the specific fiber optic strands to be spliced (i.e., developing splice diagrams) or determining what equipment the City needs installed in the controller cabinet(s).

Signing and Striping Plan

Signing and striping plans will be designed for the project intersection and adjacent street segments as necessary to accommodate the new traffic signal.

Intersection Safety Lighting Photometric Analysis

If required by the City, Hexagon will conduct a photometric analysis of the safety lighting at the project intersection. The results of the analysis will be presented to the City along with the project plans to verify that the safety lighting layout and luminaire types specified in the design adequately satisfies the City's lighting standards. Note that this analysis is for the project intersection only and does not cover new street lighting on the street segments adjacent to the project intersection.

Work Tasks

1. Preliminary Investigation and Coordination

Obtain and Review Background Information

Hexagon will work with the City to research any special requirements the City may have regarding the proposed traffic signal and signing/striping improvements. Hexagon will work with City staff to obtain any relevant background information that may be useful or required to complete the signal design, such as traffic studies and as-built plans. We will obtain existing utility plans from the recently completed River Islands Development improvements for the project area for use in the design of the new traffic signal pole and cabinet locations.

Field Investigations

Hexagon will field-verify existing traffic signal interconnect and street light facilities, the routing of electrical conduits, and the size, location, and contents of existing pull boxes and cabinets near the intersection. Our design base maps will be updated as necessary to accurately reflect existing conditions. Potential conflicts with overhead and underground utilities and obstructions, and other conflicts not readily apparent on the topographic maps will be identified in the field.

Use of Existing Base Maps

Hexagon will prepare base maps for the traffic signal and signing/striping improvement plans utilizing files containing topographic mapping from recently completed River Islands Development improvements in the area. Hexagon will conduct a field visit to verify that the CAD base maps from the recently completed River Islands Development improvements in the area accurately reflect the existing conditions. As necessary, we will make minor adjustments to the existing CAD base maps based on our field visit. However, no new topographic mapping will be collected.



2. Construction Documents

Plans, Specifications, and Estimates

Plans – The construction plans will include a layout of the proposed improvements at the intersection and will include all design elements, full equipment specifications, and any other features necessary for complete and biddable construction plans.

Specifications – A separate set of Technical Special Provisions for electrical systems construction and signing/stripping improvements, if required by the City, will be prepared for inclusion in the Project Specifications.

Cost Estimates – A detailed estimate of probable construction costs will be prepared and will be submitted for review along with the construction plans.

Review Submittals - Our scope and fee includes time and cost for up to three submittals of the construction plans, specifications, and cost estimates to the City for review and comment. Unless specifically requested otherwise, all review submittals will be made electronically. As part of each submittal, we will return the marked-up plans from the previous submittal along with a list of the City comments and our responses.

Meetings

The project team will participate in conference calls and video conferences with City staff, as necessary, during the design phase of the project. In-person meetings are not included in this scope of work.

3. Coordination with Other Agencies/Entities

Electrical Service Point and Meter Coordination

Hexagon will assist the City in preparing and submitting an application for a new electrical service point and meter for the new traffic signal. Reimbursement of any application fees or service engineering fees associated with this task is to be exclusive of our fee for engineering services described below.

4. Final Design (Bid Set Submittal)

Upon notification that the 100% PS&E have been approved, we will prepare final deliverables (construction documents) which will include PDFs and one (1) full-size mylar copy of the plan sheets featuring the signature of a responsible Professional Engineer.

5. Bid and Construction Support Services

Bid Support

We will provide support to the City during the bidding process to answer questions by prospective bidders related to the traffic signal designs.

Material Submittals

We will review material submittals for general conformance with the design concept and general compliance with the contract documents.

Request for Information (RFIs)

We will provide the City with support during construction to respond to RFIs. Upon receipt of an RFI we will review and prepare written responses.



6. Record Drawings

At the completion of construction, Hexagon will produce Record (“As-Built”) Drawings to document the construction and installation of the traffic signal systems designed in the plans. The as-built drawings will be based on redline comments on the plans to be provided by the contractor and/or the project inspector and on a cursory field review performed by Hexagon staff.

Time of Performance

We are prepared to start work immediately upon receipt of contractual agreement. Barring any unforeseen delays, we estimate the first submittal of the plans can be ready within six to eight weeks after we receive authorization to proceed. Each following submittal will be provided within three weeks of the receipt of respective review comments.

Cost of Services

The fee for the scope of services above is quoted for a lump sum amount of \$42,000. Billings will be conducted monthly, on a percent complete basis. This price quote is good for 30 days from the date of this letter. After that time, please contact us for an updated proposal. Should additional services be required, they will be performed for an additional fee to be authorized in advance.

Additional Services and Expenses

Additional services and expenses in connection with the project, not otherwise provided for in this proposal, will be provided upon written authorization. Examples of additional services and expenses include, but are not limited to, the following:

- Producing more than four total submittals (three review submittals and a Final/Bid Set),
- developing base maps to cover areas excluded from the existing civil base maps,
- redesign resulting from changes beyond Hexagon's control,
- preparing temporary traffic control plans,
- conducting a photometric analysis for street segments,
- preparing signal timing plans,
- response to additional reviews,
- preparing traffic operations studies or warrant evaluations,
- attendance at in-person meetings,
- attendance at pre-construction meetings or construction progress meetings,
- reproduction and delivery of hardcopy reviewal submittal plan sets, and
- Utility company application or engineering fees.



Brad Taylor
September 24, 2024
Page 5 of 5

We look forward to working with you and appreciate your consideration of Hexagon for this assignment. If you have any questions, please do not hesitate to call. Thank you.

Sincerely,
HEXAGON TRANSPORTATION CONSULTANTS, INC.

A handwritten signature in black ink that reads "Jeff A. Elia" followed by a horizontal line.

Jeffrey A. Elia, P.E.
Principal Associate

A handwritten signature in black ink that reads "Rueben R. Rodriguez" in a cursive style.

Rueben R. Rodriguez, P.E., T.E.
Associate

ITEM 4.26

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM IMPROVEMENTS, APPROVE ASSOCIATED BUDGET AMENDMENT AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BLACK WATER CONSULTING ENGINEERS

RECOMMENDATION: Adopt Resolution to Approve the Creation of CIP PW 25-10 East Lathrop Water Distribution System Improvements, Approve Associated Budget Amendment and Approve a Professional Services Agreement with Black Water Consulting Engineers

SUMMARY:

Staff requests City Council to create the CIP PW 25-10 East Lathrop Water Distribution System Improvements to upgrade designated portions of the water distribution system as recommended in the City's draft Water System Master Plan (WSMP) update to improve fire flows and meet City Standards. Overall, there has been a reduction in hydraulic deficiencies compared to the 2019 hydraulic evaluation, and projects have been removed or modified from the list of recommended CIPs in the 2019 water supply master plan, including elimination of CIPs PW 22-20 and PW 22-21. The scope of CIP PW 22-22 has been modified and will be incorporated in CIP PW 25-10 along with the addition of a new 8-inch water main on Lathrop Road between Golden Valley Parkway and Old Harlan Road.

Staff requests that City Council approve a budget amendment closing out CIPs PW 22-20, PW 22-21, and PW 22-22 and transfer the remaining funds in the amount of \$3,120,750 into the new CIP PW 25-10.

Professional services are needed for the design, preparation of the plans and specifications and to provide engineering support services during construction. On August 7, 2024, staff issued a Request for Proposals for engineering design services and received proposals from four engineering consultants. Black Water Consulting Engineers (Black Water) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council approve a Professional Services Agreement with Black Water in the amount of \$353,190 for engineering consulting services needed to support the East Lathrop Water Distribution System Improvements, CIP PW 25-10.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
CREATE CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM
IMPROVEMENTS AND APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH BLACK WATER AND ASSOCIATED BUDGET AMENDMENT

BACKGROUND:

The 2023-2025 Capital Improvement Plan includes three fire flow improvement projects as recommended in the City’s existing potable water master plan that was approved by Council in December 2019:

- PW 22-20 Northern McKinley Industrial Area Fire Flow Improvements
- PW 22-21 McKinley Avenue and East Louise Avenue Fire Flow Improvements
- PW 22-22 BPS-3 Pipeline Replacement and Harlan Road Fire Flow Improvements

EKI recently completed a draft update of the WSMP with updated recommendations for these projects based on new hydraulic modeling and lower water demand projections. Overall, there has been a reduction in hydraulic deficiencies compared to the 2019 hydraulic evaluation, and a few projects have been removed or modified from the list of recommended CIPs in the 2019 water supply master plan, including elimination of CIPs PW 22-20 and PW 22-21. The scope of CIP PW 22-22 has been modified and will be incorporated in CIP PW 25-10. In addition, a water transmission improvement project to install a new 8-inch water main on Lathrop Road between Golden Valley Parkway and Old Harlan Road is recommended to be added.

Creation of a new CIP project, PW 25-10 East Lathrop Water Distribution System Improvements, is requested to combine the recommended fire flow improvement projects in the draft water master plan update and repurposing the funds previously allocated to PW 22-20, PW 22-21 and PW 22-22 for the new project. This project consists of the abandonment and replacement, and/or the installation of new mains located within the public right-of-way at the following locations

- East J Street Alley Residential Fire Flow Improvement Project
- Old Harlan Road Fire Flow Improvement Project
- South Harlan Road Fire Flow Improvement Project
- Lathrop Road Transmission Improvement Project

REASON FOR RECOMMENDATION:

CIP PW 25-10 East Lathrop Water Distribution System Improvements is needed to upgrade designated portions the water distribution system as recommended in the City’s draft WSMP update to address fire protection deficiencies and improve the water system to be more efficient, reliable and resilient. Professional services are needed for the design, preparation of the plans and specifications and to provide engineering support services during construction. Staff requested and received proposals from engineering consultants. Black Water was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

CITY MANAGER’S REPORT **PAGE 3**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
CREATE CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM
IMPROVEMENTS AND APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH BLACK WATER AND ASSOCIATED BUDGET AMENDMENT

FISCAL IMPACT:

The estimated costs for the recommended water distribution system improvements to be completed under CIP 25-10 are as follows:

Name	Cost Est.
East J Street Alley Residential Fire Flow Improvement Project	\$400,000
Old Harlan Road Fire Flow Improvement Project	\$890,000
South Harlan Road Fire Flow Improvement Project	\$250,000
Lathrop Road Transmission Improvement Project	TBD

Staff also requests that City Council close out CIPs PW 22-20, PW 22-21, and PW 22-22 and transfer remaining funds to CIP PW 25-10 as pursuant to the following proposed budget amendment:

Decrease Appropriation 5690-8000-420-1200	CIP PW 22-20	\$1,516,692
Decrease Appropriation 5690-8000-420-1200	CIP PW 22-21	\$94,058
Decrease Appropriation 5690-8000-420-1200	CIP PW 22-22	\$1,510,000
Increase Appropriation 5690-80-00-420-84-00	CIP PW 25-10	\$500,000
Increase Appropriation 5690-80-00-420-12-00	CIP PW 25-10	\$2,620,750


Staff requests that City Council approve a Professional Services Agreement with Black Water in the amount of \$353,190 for engineering consulting services to support East Lathrop Water Distribution System Improvements, CIP PW 25-10.

ATTACHMENTS:

- A. Resolution to Approve the Creation of CIP PW 25-10 East Lathrop Water Distribution System Improvements, Approve Associated Budget Amendment and Approve a Professional Services Agreement with Black Water Consulting Engineers
- B. Professional Services Agreement with Black Water for the East Lathrop Water Distribution System Improvements, CIP PW 25-10

**CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
CREATE CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM
IMPROVEMENTS AND APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH BLACK WATER AND ASSOCIATED BUDGET AMENDMENT**

APPROVALS



Greg Gibson
Senior Civil Engineer

10/02/2024

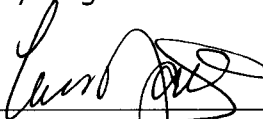
Date



Brad Taylor
City Engineer

10/2/2024

Date



Cari James
Finance Director

10/3/2024


Date



Michael King
Assistant City Manager

10.4.2024

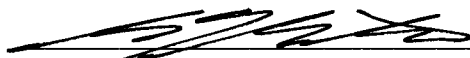
Date



Salvador Navarrete
City Attorney

10.2.2024

Date



Stephen J. Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE CREATION OF CIP PW 25-10 EAST LATHROP WATER DISTRIBUTION SYSTEM IMPROVEMENTS, APPROVE ASSOCIATED BUDGET AMENDMENT AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BLACK WATER CONSULTING ENGINEERS

WHEREAS, creation of CIP PW 25-10 East Lathrop Water Distribution System Improvements is requested to upgrade designated portions the water distribution system as recommended in the City's draft Water System Master Plan (WSMP) update to address fire protection deficiencies and improve the water system to be more efficient, reliable and resilient; and

WHEREAS, the 2023-2025 Capital Improvement Plan includes three fire flow improvement projects as recommended in the City's existing potable WSMP that was approved by Council in December 2019:

- PW 22-20 Northern McKinley Industrial Area Fire Flow Improvements
- PW 22-21 McKinley Avenue and East Louise Avenue Fire Flow Improvements
- PW 22-22 BPS-3 Pipeline Replacement and Harlan Road Fire Flow Improvements

; and

WHEREAS, EKI has recently completed a draft update of the WSMP with updated recommendations for these projects based on new hydraulic modeling and lower water demand projections; and

WHEREAS, overall, there has been a reduction in hydraulic deficiencies compared to the 2019 hydraulic evaluation, and a few projects have been removed or modified from the list of recommended projects in the 2019 water supply master plan, including elimination of CIPs PW 22-20 and PW 22-21; and

WHEREAS, the scope of CIP PW 22-22 has been modified and will be incorporated in CIP PW 25-10 so CIP PW 22-22 can be closed out; and

WHEREAS, in addition, a water transmission improvement project to install a new 8-inch water main on Lathrop Road between Golden Valley Parkway and Old Harlan Road is recommended to be added; and

WHEREAS, professional services are needed for the design, preparation of the plans and specifications and to provide engineering support services during construction; and

WHEREAS, staff requested and received proposals from four qualified engineering consultants for engineering consulting services needed to support the

CIP PW 25-10 East Lathrop Water Distribution System Improvements; and

WHEREAS, after reviewing the proposals requested from qualified engineering consultants that specialize in providing these services, Black Water Consulting Engineers (Black Water) was selected as the best qualified firm to support this project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

WHEREAS, staff has negotiated a scope and fee proposal with Black Water for engineering consulting services to support the CIP PW 25-10 East Lathrop Water Distribution System Improvements; and

WHEREAS, staff requests that Council close out CIPs PW 22-20, PW 22-21, and PW 22-22 and transfer remaining funds to CIP PW 25-10 as pursuant to the following proposed budget amendment:

Decrease Appropriation 5690-8000-420-1200	CIP PW 22-20	\$1,516,692
Decrease Appropriation 5690-8000-420-1200	CIP PW 22-21	\$94,058
Decrease Appropriation 5690-8000-420-1200	CIP PW 22-22	\$1,510,000
Increase Appropriation 5690-80-00-420-84-00	CIP PW 25-10	\$500,000
Increase Appropriation 5690-80-00-420-12-00	CIP PW 25-10	\$2,620,750

; and

WHEREAS, staff also requests that City Council approve a Professional Services Agreement with Black Water in the amount of \$353,190 for engineering consulting services to support the CIP PW 25-10 East Lathrop Water Distribution System Improvements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve creation of CIP PW 25-10 East Lathrop Water Distribution System Improvements and close out CIPs PW 22-20, PW 22-21, and PW 22-22 and transfer all remaining funds in those CIPs to CIP PW 25-10 as shown above; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with Black Water Consulting Engineers in the amount of \$353,190 for engineering consulting services to support the CIP PW 25-10 East Lathrop Water Distribution System Improvements.

The foregoing resolution was passed and adopted this 14th day of October, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL SERVICES WITH BLACK WATER
CONSULTING ENGINEERS**

**TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE EAST LATHROP
WATER SYSTEM DISTRIBUTION IMPROVEMENTS, CIP PW 25-10**

THIS AGREEMENT, dated for convenience this ____ **day of October 2024**, is by and between Black Water Consulting Engineers, Inc. ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$353,190** for the Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **October 14, 2024**, and it shall terminate no later than **June 30, 2026**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) 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: **Aja Verburg, Vice President**. 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.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom,

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TO PROVIDE ENGINEERING CONSULTING SERVICES

and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

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- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

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- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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(11) Licenses

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

(12) Business Licenses

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

(13) Termination

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

(14) Funding

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

(15) Notices

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

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TO PROVIDE ENGINEERING CONSULTING SERVICES

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: Black Water Consulting Engineering
602 Lyell Drive
Modesto, CA 95356
FED ID # _____
Bus License # _____

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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.

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TO PROVIDE ENGINEERING CONSULTING SERVICES

- (h) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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- (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.

(17) Notice to Proceed

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

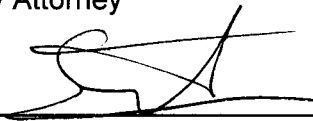
(18) Signatures

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

CITY OF LATHROP – BLACK WATER CONSULTING ENGINEERING
TO PROVIDE ENGINEERING CONSULTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-2-2024

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Black water Consulting Engineering
602 Lyell Drive
Modesto, CA 95356
Fed ID # _____
Business License # _____

Signature

Date

Print Name and Title

Methodology and Approach

Project Understanding

The City of Lathrop (City) has requested proposals for a full-service consultant team to construct approximately 6,200 linear feet (LF) of 6, 8, and 12-inch diameter water main distribution pipelines in four project areas. Area 1 includes the replacement of the existing water main with an 8-inch diameter pipeline in the alley between L Street and J Street and the construction of a new 8-inch diameter pipeline between H Street and G Street, as shown in Figure B-1 of the RFP. Area 2 includes the replacement of the existing water main with an 8-inch diameter pipeline in Old Harlan Road from Lathrop Road to just south of Warren Avenue and a new section of 8-inch diameter pipeline to Warren Avenue, as shown in Figure B-2 of the RFP. A review of the record drawings indicates an existing 8-inch main already exists in Old Harlan Road that is planned to be replaced in the Draft Water System Master Plan and needs further evaluation to determine the total length and limits of the existing water main that needs to be replaced. Area 3 includes the addition of a new segment of 8-inch water main on Lathrop Road between Golden Valley Parkway and Old Harlan Road. Area 4 includes the construction of new 12-inch diameter pipeline in South Harlan Road between Lathrop Road and Shilling Avenue, as shown in Figure B-4 of the RFP. Black Water is responding to the City's request with this proposal, which includes a detailed response and description of tasks to be completed to deliver a successful project.

The project area consists of residential in Area 1, residential/commercial in Area 2, and commercial in Areas 3 and 4. An estimated 44 water service lines must be reconnected as part of the project. The project will also replace existing valves, hydrants, and other system appurtenances in the project areas.

Project Approach

Black Water (Consultant) has extensive experience with similar water main replacement projects and the preparation of engineered plans, specifications, and estimates for City water improvement projects of similar size and scope. Several of these are listed as reference projects in this proposal.

We have reviewed the information provided within the RFP, and we have identified the following goals for a successful project:

- Improve the water system by looping the water mains to make the water distribution system more efficient, reliable, and resilient. Looping the water system will enhance flow and pressure, provide redundancy and reliability, improve water quality, and provide better fire protection. The system's looping will ensure adequate water flow for fire hydrants, improving the system's capacity to handle fire emergencies.
- Replacement and upsizing of existing pipelines. Replacing the existing pipelines will result in reduced water loss from an aged system where failures in the pipe may cause leaks. Replacement of the existing service laterals where rust and corrosion contribute to water system breaks, and leaks will result in improved water pressure and flow to customers. The upsizing of the pipes will increase pipe capacity, improve flow and pressure, enhance fire protection, make it future-proof, and reduce the risk of pipe blockages.

Project Goals:

1. Improve water system to be more efficient, reliable, and resilient.
2. Replacement and upsizing of existing pipelines.

Black Water has reviewed the typical duties/tasks for the general scope of work in the RFP. Our detailed

understanding of the project needs and objectives, knowledge of the City water system, and experience with similar projects are central to developing the scope of work. We have combined tasks included in the RFP into our scope of work.

We have also identified the following tasks, included in the RFP typical scope of work, that we would that would enhance the project but may not be necessary for a successful project and, if not done, can provide a reduction in the design budget.

Geotechnical Investigation: A geotechnical investigation is typically necessary if the underground conditions are not known and information is needed to ensure the stability of the soil after improvements are complete. The water main replacement improvements are not anticipated to be more than 5 feet below the ground surface. However, a geotechnical investigation would help gather information on the native soil, trench backfill recommendations, and pavement R-Values to determine AC & AB depths per the Geotechnical Engineering Report (GER). Our subconsultant, Crawford & Associates, Inc. (Crawford), will conduct a geotechnical evaluation of the project areas and provide a GER. Geotechnical investigation can be removed if the City can provide existing geotechnical information or AC & AB depths for the area.

Utility Research: Our scope of work includes extensive utility research and field investigation services. Potholing is typically the Contractor's responsibility during construction to verify the location and depth of utilities shown on the design plans. We believe that the information collected through field survey and the review of existing City records will provide sufficient information for the contractor to determine pothole locations before construction to verify existing utilities and depth. However, we can include the proposed number of potholes, locations, and summary table in the project plan to ensure efficient and cost-effective work during construction. Ground Penetrating Radar and potholing services provided by our subconsultants, CSR Locating Inc. (CSR) and Mozingo Construction are included to confirm the location and depth of the existing utilities that may affect the alignment of the replacement or new water pipeline.

Project Management and Cost-Containment

Successful projects are a result of successful project management and skilled teams. The Black Water project managers meet weekly to review the company's workload, personnel requirements, and projections. In this way, we have developed a reporting system that assigns accountability to those individuals who are responsible for each of our projects. This effort takes time each week, but we recognize that the results of this management style translate to:

1. Professional staff that are familiar with their project roles and responsibilities.
2. Project managers that are empowered to make decisions that keep their projects on schedule and within budget.
3. Company Principals that are keenly aware of the status of each project and take responsibility for the firm's designs, performance, and client service.
4. Very satisfied clients that are informed and part of a team effort.

Key Cost-Control measures that we employ include:

Developing a complete and thorough scope of work – Black Water will work with the City to establish consensus on a comprehensive scope of work. The scope will include details that thoroughly define the project tasks and deliverables and accurately represent the City's expectations for this Project.

Staying on schedule – History confirms that projects completed on schedule have a much smaller risk of budget overrun. Our approach is to make rigorous use of the schedule to keep the team on track and within budget during design and construction phases.

Consistent Project Team – The experienced core group of our team will be maintained throughout the duration of the Project. We have long established relationships with our subconsultants. Our ability to efficiently include these specialists on our team expands our firm's overall capabilities and ultimately benefits the City.

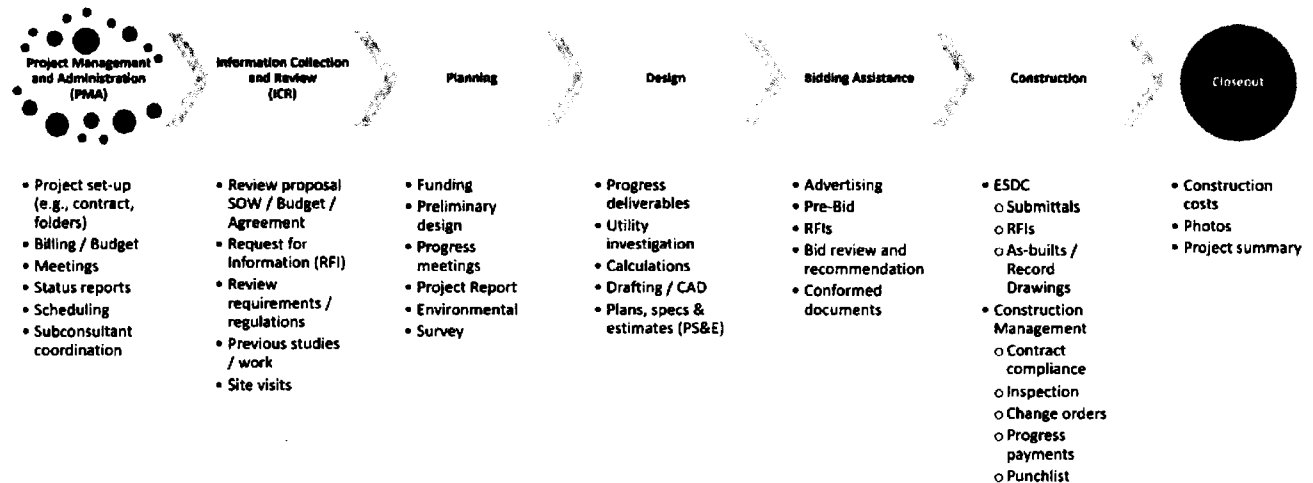
Planning – We will integrate the basic elements of the scope of work, budget, and schedule, and manage them to help ensure that the contractual requirements are met. This system of project management allows us to monitor planned progress against actual progress thus ensuring we continue to operate within the limits of the agreement.

Monitoring and reporting – Project updates are consistently reported to the Project Manager, providing an accurate status of the Project for billing purposes. By the fifth working day of each month, a detailed analysis is performed to determine the percent complete of each project task. This information can be utilized to determine what changes, if any, are required in the management of the Project. Finally, the concepts of contractor coordination, providing accurate cost estimates, maintaining schedules, and avoiding budget overruns cannot solely be credited to the Project Manager. Each member of our team is experienced and trained at providing this level of service and commitment to the City of Lathrop.

Quality Assurance

“Consistency is what transforms average into excellence.” -Unknown Author

This quote is a core belief at Black Water. Consistency allows us to practice our practice, to improve each step of the process with every opportunity, and it provides clarity at decision points where the timing and selection are critical to the goal of delivering a successful project. Black Water’s “Proven Process” illustrated below, outlines our approach to keeping projects on-track and efficient for us and our clients. This process will be followed for the completion of each task outlined in the project’s Scope of Work.



Black Water utilizes a comprehensive approach to quality assurance and quality control (QA/QC). Providing this level of service requires that QA/QC measures be in place and enforced throughout the project duration. The purpose of QA activities are to provide a product where mistakes are minimized or eliminated. QA activities are determined before the project begins and implemented as deliverables are being developed. This review includes senior-level review, technical editing, and verification of calculations.

QC is used at every stage of the project to ensure that deliverables are complete and correct. QC ensures that QA principles are adhered to and performed by an independent reviewer within Black Water prior to the submittal of final deliverables to the City of Lathrop.

Scope of Work

Task 1 – Project Management and Administration

- Conduct a kick-off meeting with the City to review the project's scope, develop a project schedule, and confirm deliverables.
- Consultant will serve as the central coordinator for all activities between the consulting team and City staff and coordinate with project stakeholders such as regulatory agencies, utility companies, and the community, as needed.
- Prepare a project execution schedule with significant milestones for the City for approval.

- Prepare regular progress reports to City staff each month. Communication with affected property owners will be coordinated through the City. Consultant will assist the City with any public outreach documents, as needed.
- Design review meetings will occur after the submittal of each design progress set to accelerate review with the City.
- Monthly Budget and invoicing.

Deliverables: Meeting agendas and minutes, assuming six meetings, Project Schedule, Invoices with Progress Reports, and Public Outreach Documents.

Task 2 – Information Collection and Review

- Conduct thorough research to obtain all available utility documents within the project area for all applicable agencies and utility companies.
- Conduct field site visits to collect visible information about the project site.
- Review as-builts and field investigation data to determine the pipe diameter and year of installation of the existing water main pipeline in Old Harlan Road and the replacement length required to be constructed.
- Preparing a list and review map of all underground and aboveground utilities and facilities in the project areas based on utility outreach. Utility requests will be initiated, and information obtained before any field investigations are done.
- Subconsultant CSR Locating will perform ground penetrating radar services of the project limits to locate existing non-visible below-grade improvements and utilities within the public right-of-way. Marked locations to be picked up by the surveyor. The City will be responsible for obtaining a temporary right of access to private properties if needed. It is assumed that there are 25 locations to GPR.
- Subconsultant Crawford will conduct a geotechnical evaluation of the project areas and provide the analysis results in a Geotechnical Report. The report will help provide information on the native soil, trench backfill recommendations, and pavement R-Values to determine AC and AB depths per the geotechnical report. Geotechnical tasks include:
 - ✓ Field Preparation and Permits
 - Coordinate with the design team and discuss the project design needs, goals, and schedule;
 - Review available geotechnical and geologic reports and information;
 - Visit the site to mark our boring locations for USA North 811;
 - Obtain the required City Encroachment permit and County boring permit; and
 - Coordinate the drilling.
 - ✓ Subsurface Exploration
 - For the new water main, Crawford proposes eight to nine exploratory borings to depths of up to about 10 feet along the proposed open trench construction locations (assuming a maximum proposed pipe invert depth of 6 feet below existing grade).
 - Engineer/Geologist will direct the sampling and log the borings, which will be sampled at least 5-foot intervals. Standard Penetration Test and modified California samples will be driven to obtain samples and blow count information.
 - Traffic control will consist of a combination of temporary lane closures with and without flaggers and shoulder closures.
 - ✓ Laboratory Testing: The following laboratory tests are proposed, as appropriate, on

representative soil samples obtained from the exploratory borings:

- Moisture Content and Unit Weight for soil classification and bearing capacity;
 - Sieve Analysis and Plasticity Index for soil classification, and bearing capacity;
 - Resistivity, pH, Sulfate Content, Chloride Content, and Redox Potential for soil corrosivity analysis; and
 - R-value.
- ✓ Geotechnical Analysis and Report: Crawford will prepare a Geotechnical Report addressing:
- Project description, scope of work, site description;
 - Subsurface exploration;
 - Soil and groundwater conditions;
 - Existing pavement section thicknesses where encountered;
 - Field and laboratory testing;
 - Site geology and seismicity summary;
 - Corrosion potential evaluation;
 - Geotechnical recommendations for pipeline design and construction including trench excavatability, stability, backfill unit weight, soil modulus, OSHA soil types, backfill placement and compaction, pipe support, groundwater considerations, skin friction and passive resistance for thrust restraint design, and construction considerations;
 - Recommendations for new pavement sections based on TIs provided by others;
 - Location map, boring logs, and laboratory test results.
- ✓ Assumptions
- The borings will be backfilled according to the boring permit requirements and capped with 4 inches of dyed black quick setting concrete.
 - Auger cutting will be disposed of within the unpaved shoulder.
- Subconsultant Mozingo Construction will complete 20 potholes/8-hour duration to verify locations and depths of underground utilities in the project areas that cannot be verified through existing maps or plans. Work within the Caltrans right-of-way is excluded.
 - Subconsultant NorthStar Engineering Group, Inc. (NorthStar) will perform a topographic survey within the project limits, including the information listed below.
 - ✓ Research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project.
 - ✓ Perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project in accordance with City horizontal and vertical control requirements.
 - ✓ The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities, including the following:
 - » Existing pavement and utilities located within the project limits
 - » Existing pavement profile
 - » Existing ground elevations
 - » Drainage features, as necessary, within the project limits
 - » Physical improvements located within the project limits
 - » Visible utilities located within the project limits
 - » Wet utility inverts where accessible
 - » Water valves, fire hydrants, meters, etc.
 - » Existing road crossings and intersections
 - » Lines of occupation, including fences, structures, and apparent encroachments
 - » Trees (6" or larger)/Limits of tree clusters & landscaping improvements
 - » Utility paint marks painted by USA
 - » Structures

- ✓ Perform a Topographic Field Survey to locate GPR and pothole locations and add to topographic survey AutoCAD file.
- ✓ Monument Preservation: Conduct records research to identify the horizontal and vertical control Monuments within the area to be disturbed by construction. Locate the existing Monument and set reference ties, under the direction of a licensed Land Surveyor prior to construction. Prepare Corner Records for the existing Monuments and file a Record of Survey with the County Surveyor based on survey and swing ties.

Deliverables: Electronic (AutoCAD Format) of topographic survey, utility data and maps. Electronic format of KMZ file/report of GPR utility locations and potholing report. Electronic format of the Draft and Final Geotechnical Report.

Assumptions:

- The City will obtain necessary rights-of-entry to complete field investigations.
- The City will waive or pay required encroachment permit fees.
- Excludes utility investigation work within the Caltrans right-of way for GPR, potholing, and geotechnical services.

Task 3 – Plans, Specifications and Estimates

- Design of a new 6, 8, and 12-inch diameter water main for project areas, complete with all connections and appurtenances (water service lines, restraints, stub outs, fire hydrants, air relief valves, isolation valves, services, etc.) shall be required to make the connection at the selected points.
- It is expected that the design will include both open-cut and, if required, boring for service laterals.
- Consultant shall prepare design drawings, details, and technical specifications adequate to apply for and receive all necessary governmental approvals (local zoning approval, permits, encroachments, etc.).
- Preliminary Drawings shall indicate easement areas, check valves, shut-off valves, directional drill locations, bore and jack locations, air release valves, vaults, and stub out for future use.
- 30% Plans and Estimates: Upon completing record document research, field data collection, and potholing, the Consultant shall compile all gathered information and prepare preliminary design plans. The preliminary design shall include the recommended alignment of the pipeline (plan view only). Preliminary estimates will also be provided with the submittal. After the City approves the Preliminary Design, the Consultant shall proceed with the detailed design.
- 60% Plans, Specifications, and Estimates (PS&E): With preliminary design review comments from the City and other entities, the Consultant shall prepare a detailed design PS&E for the proposed improvements. Plans shall be prepared using computer-aided design software (AutoCAD) for print to scale at 24"x36". The front-end sections and technical specifications shall be prepared and submitted along with a revised estimate. The City will review the submitted PS&E, provide comments, and request revisions until it complies with City standards and policies.
- 90% PS&E: With the detailed design review comments from the City and other entities, the Consultant shall prepare a more refined detailed design PS&E for the proposed improvements. Plans shall be prepared using computer-aided design software (AutoCAD) for print to scale at 24"x36". The front-end sections and technical specifications shall be updated and submitted along with a revised

estimate. The City will review the submitted PS&E, provide comments, and request revisions until it complies with City standards and policies.

- 100% PS&E: Upon approval of the detailed design PS&E from the City, the Consultant shall prepare the final PS&E for bid. The final package shall include final plans, specifications and estimates. A California Registered Professional Engineer shall sign the final plan submittal.
- Prepare a bid schedule and review the front end specifications (provided by City) as needed.

Deliverables: 30-, 60-, 90-, 100-percent engineer stamped and signed PS&E to scale (24"x36") in PDF format. Project bid schedule.

Task 4 – Bidding Assistance

- Attend the pre-bid meeting.
- Provide conformed documents, including a set of plans incorporating any changes addressed in addendums. Black Water shall produce a digital copy of the construction package, signed and stamped as "Conformed Set."
- The Consultant shall provide clarification and information about the PS&E package during the advertising process.
- The Consultant shall assist the City in preparing any addenda to the PS&E during the advertisement period.

Deliverables: Conformed documents (electronic copy), RFI responses, and addenda.

Task 4 – Bidding Support and Engineering Services During Construction

- The Consultant shall participate in biweekly construction meetings as needed.
- The Consultant shall provide clarification and information about the PS&E package during the construction process.
- The Consultant shall review the contractor's shop drawings and other required submittals (including SWPPP). Additionally, the Consultant shall be responsible for resolving any design errors identified during construction at no additional cost to the City and promptly to minimize construction delays.
- Assist in reviewing contractor change order requests and any redesign efforts leading up to change order preparation for the construction contract and during construction.
- Provide construction support (i.e., RFIs, submittals, as-builts), as needed.
- Prepare As-Builts/Record Drawings showing appropriate record information based on project annotated record documents received from Contractor and furnish such Record Drawings to Owner.
- Assist in project closeout once the Record Drawings are finalized and recorded.
- Subconsultant Northstar will, at the completion of construction, check all monuments and reset disturbed monuments, and prepare a Record of Survey with the County for all Monuments reset.

Deliverables: RFI responses, submittal review documents, final as-built/record drawings in AutoCAD and PDF format. Monument Record of Survey.

Exclusions: *Items not specifically included in this scope of work, environmental, construction management and inspection, agency permits, and fees. We assume the City will complete the CEQA compliance for the Project. It is assumed the project would qualify as a CEQA NOE. It is assumed that if there are fees associated with field investigations for encroachment permits the City will waive or pay the fees directly.*

Schedule

The schedule below outlines a reasonable timeline for completing the project through delivery of final construction documents. It is possible that the construction schedule can vary based on the construction contractor's proposed schedule and approach to completing the project. A variety of factors may influence this variation, such as the availability of materials, the complexity of the project, and the size of the construction team.

TASK	Task Activity	Duration	Months															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Project Management and Administration																	
1.1	Kickoff Meeting	1 d																
1.2	Agency Coordination	cont.																
1.3	Progress Reports and Schedule	Monthly																
1.4	Budget and Invoicing	Daily																
2	Information Collection and Review																	
2.1	Background Information Collection and Site Visits	6 w																
2.2	Topographic Survey	3 w																
2.3	Ground Penetrating Radar (Optional)	3 w																
2.4	Geotechnical Investigation (Optional)	8 w																
3	Plans, Specifications and Estimates																	
3.1	30% Plans and Estimate	6 w																
3.2	60% PS&E	6 w																
3.3	90% PS&E	4 w																
3.4	Final PS&E	4 w																
3.5	Bid Schedule and Front End Specification Review	2w																
4	Bidding Assistance																	
4.1	Bid Assistance	8 w																
4.2	Attend Pre-Bid Meeting	1 d																
4.3	Conformed Documents	2 w																
5	Engineering Services During Construction																	
5.1	Meetings (Biweekly - assumes 9 Weeks)	10 w																
5.2	Respond to RFI's	14 w																
5.3	Submittals	10 w																
5.4	As-Built/Record Drawings	2 w																
5.5	Project Closeout	1 w																

→ A fee proposal for a not to exceed price based on time and materials for each task included in the anticipated scope of services is provided in Appendix B of this proposal.

TASK	Task Activity	Billing Rates \$/hr										Subs	Totals			
		Principal	Project Manager	Associate Engineer	Assistant Engineer	Engineer Technician	Design/ Drafting	QA/QC/ Admin.	BlackWater Total Hours	BlackWater Fee	Topo Survey (NorthStar)			GPR (CSR Locating)	Geotechnical Investigation (CAI Inc.)	Polishing (Mozingo)
1 Project Management and Administration																
1.1	Kickoff Meeting	2	2	5	4	0	4	2	16							\$0
1.2	Agency Coordination	4	8	24	20		4	5	65							\$3,430
1.3	Progress Reports and Schedule	3	6	12	4		8	5	30							\$13,677
1.4	Budget and Invoicing	4	8				8	8	20							\$8,473
	Task 1 Total	13	24	42	28	0	20	20	131							\$27,732
2 Information Collection and Review																
2.1	Background Information Collection and Site Visits	2	2	12	16		12	1	44							\$8,916
2.2	Topographic Survey	2	2		2		2	1	7							\$1,361
2.3	GPR	2	2		2		4	1	9							\$1,717
2.4	Geotechnical	2	2		2		2	1	7							\$1,361
2.5	Polishing (Assume 20 potholes)	2	2	12	6	0	4	1	13							\$2,453
	Task 2 Total	2	10	12	28	0	24	4	80							\$15,808
3 Plans, Specifications and Estimates																
3.1	30% Plans and Estimate	4	8	16	28		40	8	172							\$31,976
3.2	60% PS&E	4	8	16	28		40	8	160							\$29,840
3.3	90% PS&E	4	8	12	28		40	8	148							\$27,504
3.4	Final PS&E	2	2	12	20		40	8	126							\$23,320
3.5	Bid Schedule and Front End Specification Review	2	4	6	8		8	28	28							\$5,848
	Task 3 Total	16	36	62	112		168	32	634							\$118,488
4 Bidding Assistance																
4.1	Bid Assistance	1	2	4	4		8	4	23							\$4,296
4.2	Attend Pre-Bid Meeting	1	2	2	3		8	1	8							\$1,713
4.3	Conformed Documents	2	8	8	4		16	9	52							\$3,916
	Task 4 Total	2	8	8	7		16	2	21							\$9,925
5 Engineering Services During Construction																
5.1	Meetings (Biweekly - assumes 5 Weeks)	5	5	2	10		2	5	20							\$3,715
5.2	Mounting Preservation	4	8	2	16		6	1	7							\$1,449
5.2	Respond to RFIs	4	8	12	16		20	8	42							\$17,600
5.3	Submittals	4	12	4	16		8	8	60							\$8,164
5.4	As-Built/Record Drawings	2	2	4	4		36	4	60							\$11,704
5.5	Project Closeout	2	2	2	4		6	4	16							\$10,992
	Task 5 Total	12	31	8	46		14	30	205							\$38,430
TOTALS		45	109	132	221		198	302	1,102							\$211,023
										\$50,255	\$7,000	\$36,988	\$35,000	\$129,243	\$353,190	

Notes:
 1. All scope items and associated fees are based on the best approximation we can make given the current level of information we have.
 2. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this Proposal.
 3. Subconsultant work is charged at cost plus 10 percent.



2024 Rate Schedule

	Hourly Rate
ENGINEERING:	
ENGINEERING INTERN	\$113.00
ENGINEER TECHNICIAN	\$173.00
ASSISTANT ENGINEER	\$184.00
ASSOCIATE ENGINEER	\$228.00
PROJECT MANAGER	\$262.00
PRINCIPAL	\$288.00
 TECHNICAL STAFF:	
CAD TECHNICIAN	\$155.00
SENIOR CAD TECHNICIAN	\$178.00
SENIOR CAD DESIGNER	\$213.00
 FIELD SERVICES:	
CONSTRUCTION INTERN	\$113.00
CONSTRUCTION INSPECTOR	\$212.00
CONSTRUCTION MANAGER	\$262.00
 ADMINISTRATION:	
ADMINISTRATION	\$113.00
 EXPERT WITNESS:	
	\$374.00
 DIRECT COSTS: COST PLUS 10 PERCENT	
SUBCONSULTANTS: COST PLUS 10 PERCENT	
MILEAGE: IRS RATE	

The above rate schedule is subject to adjustment December 31, 2024.

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**CITY MANAGER’S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 31 LOTS IN TRACT 4180 VILLAGE 1 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4180 Village 1 Unit 2 within the West Village District, Totalling 31 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 2, LLC

SUMMARY:

The proposed Final Map for Tract 4180 Village 1 Unit 2 (Tract 4180), included as Attachment “E”, is within the West Village District of Phase 2 for the River Islands Project. Tract 4180 will be the second and final tract map within the Village 1 area. River Islands Development Area 2, LLC (River Islands) is proposing thirty-one (31) residential lots. A Vicinity Map is included as Attachment “B”.

Staff recommends City Council approve the proposed Final Map for Tract 4180, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment “D”, and a Subdivision Improvement Agreement (SIA), included as Attachment “C”, with River Islands Development Area 2, LLC, by Resolution, included as Attachment “A”.

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. On September 11, 2023, City Council approved Final Map (FM) Tract 4172, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4180 is within the geographic boundaries of VTM 6716, LLM Tract 4149, FM 4172, and the West Village Non-Age Restricted Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4180 are substantially complete. Performance and labor & materials securities have been provided with the

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR
31 LOTS IN TRACT 4180 VILLAGE 1 UNIT 2 WITHIN WEST VILLAGE
DISTRICT OF RIVER ISLANDS

SIA for Tract 4172 that guarantee the unfinished improvements for Village 1 as detailed in Table 1.

Table 1 – Bond Values

Unfinished Improvement Total:	\$9,100
Performance Security (110% of Unfinished Improvements) Bond No. 0799692	\$10,010
Labor & Materials Security (50% of Performance Security) Bond No. 0799692	\$5,005

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village 1 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2023 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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
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

OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING

APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 31 LOTS IN TRACT 4180 VILLAGE 1 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

9. Allocation of Water and Sewer capacity	Not Required
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 1 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2023
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:

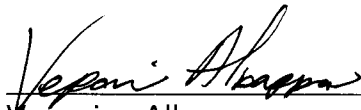
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4180 Village 1 Unit 2 within the West Village District, Totaling 31 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 2, LLC
- B. Vicinity Map – Tract 4180 Village 1 Unit 2
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 2, LLC, a Delaware limited liability company, for Tract 4180 Village 1 Unit 2
- D. Escrow Instructions for Final Map Tract 4180 Village 1 Unit 2
- E. Final Map – Tract 4180 Village 1 Unit 2

CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR
31 LOTS IN TRACT 4180 VILLAGE 1 UNIT 2 WITHIN WEST VILLAGE
DISTRICT OF RIVER ISLANDS

APPROVALS



Veronica Albarran
Junior Engineer

09/10/2024
Date



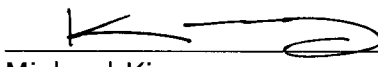
Brad Taylor
City Engineer

9/10/2024
Date



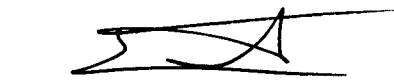
Cari James
Finance Director

9/23/2024
Date



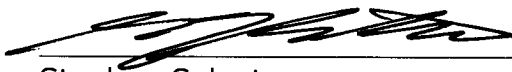
Michael King
Assistant City Manager

9.20.2024
Date



Salvador Navarrete
City Attorney

9.23.2024
Date



Stephen Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4180 VILLAGE 1 UNIT 2 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 31 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 2, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on September 11, 2023, City Council approved Final Map (FM) Tract 4172, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with River Islands Development Area 2, LLC (River Islands); and

WHEREAS, the land for the proposed Final Map for Tract 4180 Village 1 Unit 2 (Tract 4180) is within the geographic boundaries of VTM 6716, LLM Tract 4149, FM Tract 4172, and the West Village Non-Age Restricted Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements; and

WHEREAS, River Islands, provided performance and labor & material securities with the SIA for Tract 4172 that guarantee the unfinished improvements for Tract 4180 in the amount as follows:

Unfinished Improvement Total:	\$9,100
Performance Security (110% of Unfinished Improvements) Bond No. 0799692	\$10,010
Labor & Materials Security (50% of Performance Security) Bond No. 0799692	\$5,005

; and

WHEREAS, potential 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 1 was annexed into the CFD 2023-1 for maintenance

purposes with the approval of FM Tract 4172 in 2023; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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 4180 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the October 14, 2024 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 2, LLC in substantially the form as attached to the October 14, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

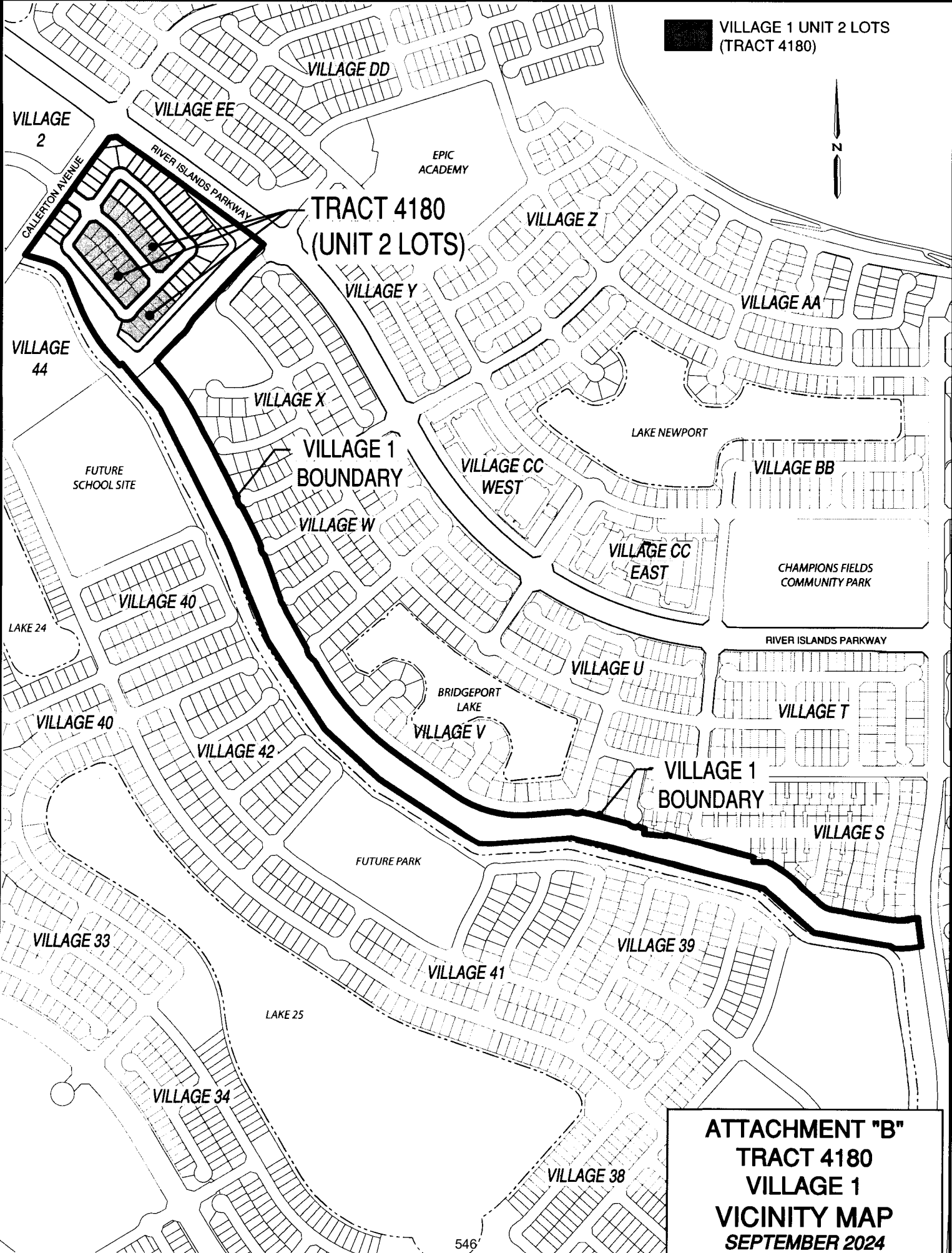
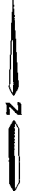
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**VILLAGE 1 UNIT 2 LOTS
(TRACT 4180)**



**TRACT 4180
(UNIT 2 LOTS)**

**VILLAGE 1
BOUNDARY**

**VILLAGE 1
BOUNDARY**

**ATTACHMENT "B"
TRACT 4180
VILLAGE 1
VICINITY MAP
SEPTEMBER 2024**

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT AREA 2, LLC,
DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4180 VILLAGE 1 UNIT 2 31 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **14th day of October 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 2, 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 4180 Village 1 Unit 2 (Tract 4180). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4180 located within the West Village 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 4172 Village 1 that guarantee the unfinished improvements for Village 1, which includes Tract 4180, and therefore no additional security is needed for Tract 4180.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4180 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 4180. Improvement plans, and street light plans 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 4180 are required security as outlined in 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:

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

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 West Village - Village 1 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 as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4180, or October 14, 2025, whichever comes first.

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 Village 1 entire area 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, or 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 substantially complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4180. Performance and Labor & Material securities have been provided with the SIA for Tract 4172 that guarantee the unfinished improvements for Village 1, which includes Tract 4180. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

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 4180.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 4180 VILLAGE 1 UNIT 2
- EXHIBIT B TRACT 4180 VILLAGE 1 UNIT 2 AREA
- EXHIBIT C CITY INSURANCE REQUIREMENTS

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of October 2024, at Lathrop, California.

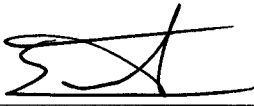
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

SUBDIVIDER

River Islands Development Area 2, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

EXHIBIT "A"

FINAL MAP - TRACT 4180 VILLAGE 1 UNIT 2

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND ENCOMPASSED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERIN EMBROIDER FINAL MAP ENTITLED, "TRACT 4180, RIVER ISLANDS-PHASE 2, VILLAGE 1 - UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIVE (5) 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.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP. ALL ABUTTERS RIGHT OF ACCESS TO LOTS 2, 15, 16, 23, 24, AND 31 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SISAN BELLOSSO DATE _____
PRESIDENT

DATED THIS _____ DAY OF _____, 2024.
BY: _____
ITS: _____

TRUSTEES STATEMENT

QAD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2023, AS DOCUMENT NUMBER 2023-0688390, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

**TRACT 4180
RIVER ISLANDS - PHASE 2
VILLAGE 1 - UNIT 2**



A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2024

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERIN EMBROIDER MAP ENTITLED "TRACT 4180, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW AT A MEETING HEREOF HELD ON _____ DAY OF _____, 2024. SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ AUTHORIZED ITS RECORDEATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 2, 15, 16, 23, AND 31 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, AND THE DEDICATION OF THE GROUND WATER RIGHTS.

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 (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.

ON _____, 2024 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 ENJOINED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT OR THE ENTRY 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: _____
CITY: _____
STATE: _____
MAY COMMISSION NUMBER: _____
MAY COMMISSION EXPIRES: _____

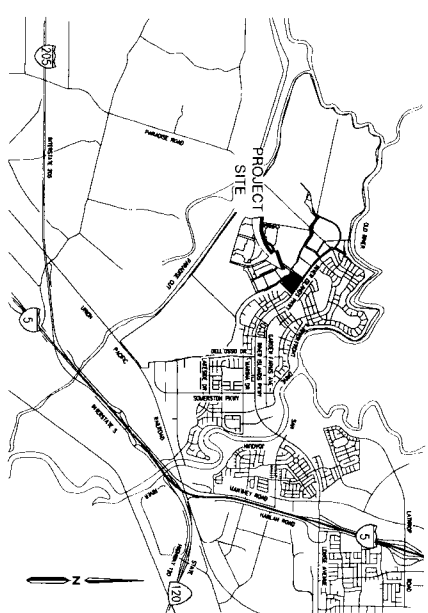
ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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.

ON _____, 2024 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 ENJOINED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT OR THE ENTRY 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: _____
CITY: _____
STATE: _____
MAY COMMISSION NUMBER: _____
MAY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27298.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO BEST PRACTICES MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4906.
DATED THIS _____ DAY OF _____, 2024.

REGARDO GIGANTE COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4180, RIVER ISLANDS-PHASE 2, VILLAGE 1 - UNIT 2", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I HAVE REVIEWED THE MAP AND FOUND IT TO BE IN CONFORMANCE WITH THE CITY OF LATHROP, CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES. THE CITY OF LATHROP, AND ANY ALTERMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.
BRAD R. TAYLOR, P.E., 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ M, AT THE REQUEST OF QAD REPUBLIC TITLE COMPANY.
FEE: \$ _____

BY: _____ ASSISTANT/DEPUTY RECORDER
STEVE BERTOLARDES
ASSessor-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 4180, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 2, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.
 DATED THIS _____ DAY OF _____, 2023.

DARRYL A. ALEXANDER, P.L.S. 5071
 ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE 21.08.030 (REPLACED BY 21.08.030.5) AS ADOPTED BY THE CITY OF LATHROP, CALIFORNIA, ON SEPTEMBER 12, 2024, REFERRED TO HEREIN AS THE "SUBDIVISION MAP ACT". ALL THE MONUMENTS AND CORNERS SHOWN ON THIS STATE-REGISTERED FINAL MAP ARE OF THE CHARACTER AND OCCUR AT THE POSITIONS LISTED OR INDICATED THEREON THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING BENEFITARY MAP.

DATED THIS _____ DAY OF _____, 2024.

DULYAN ORAMORDO, P.L.S. NO 7788



**TRACT 4180
 RIVER ISLANDS - PHASE 2
 VILLAGE 1 - UNIT 2**

A PORTION OF RANCHO EL PESCADERO, BEING A
 SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75),
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



- REFERENCES**
- (R1) TRACT 4180, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.L.C.R. (44 MAP 52)
 - (R2) TRACT 4172, RIVER ISLANDS-PHASE 2, VILLAGE 1-UNIT 1 FINAL MAP, FILED NOVEMBER 17, 2023, IN BOOK 44 OF MAPS AND PLATS, PAGE 79, S.L.C.R. (44 MAP 75)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66406 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2024-00010173-000001, (RECORDING # 202400010173000001)
- P.O. & L. POLY LINE EQUIPMENT (NO WIDTH GIVEN), PER 326 OR 393, S.L.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY.

LINE TABLE				CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	
L1	N54°05'19"W	60.00'	C1	580.00'	134°52'38"	140.48'	
L2	N49°35'14"W	53.73'	C2	520.00'	133°52'38"	125.95'	
L3	N45°29'02"W	54.00'	C3	12.00'	95°01'52"	19.90'	
L4	N41°12'07"W	54.00'	C4	12.00'	76°07'22"	15.94'	
L5	N44°45'28"E	78.99'	C5	85.50'	78°47'43"	90.08'	
L6	N87°43'37"W	33.77'	C6	87.00'	15°26'05"	23.44'	
L7	N54°05'19"W	13.46'	C7	12.00'	89°33'54"	18.76'	
L8	N9°05'19"W	35.86'					
L9	N35°54'41"E	76.00'					
L10	N80°54'41"E	35.96'					
L11	N54°05'19"W	13.46'					
L12	N2°16'23"E	36.87'					
L13	N44°45'28"E	164.68'					
L14	N35°54'41"E	148.54'					
L15	N18°07'05"E	46.00'					
L16	N44°45'28"E	180.39'					
L17	N45°14'32"W	104.72'					
L18	N47°09'49"W	50.08'					
L19	N67°14'57"W	61.97'					

TRACT 4180 AREA SUMMARY

LOTS 1 THROUGH 31	4,558 AC±
TOTAL	4,558 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 2104023214-0R, (VERSION 1) DATED AUGUST 20, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4180

RIVER ISLANDS - PHASE 2

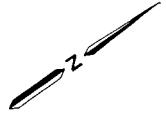
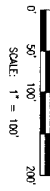
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75), CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

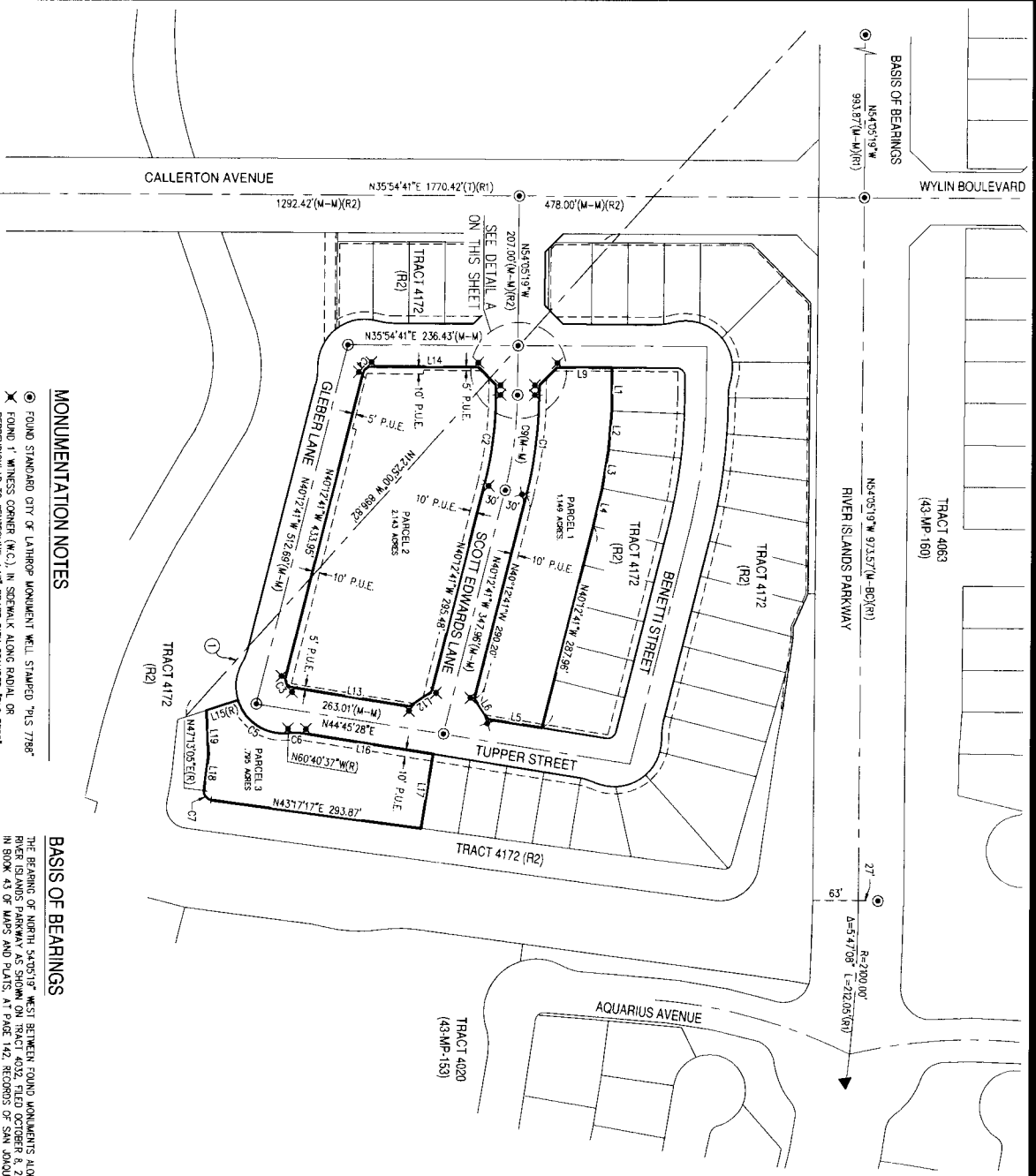


BOUNDARY SHEET



LEGEND

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R) MEASURED AND REDROD DATA PER REFERENCE (R)
- (M-A) DENOTES REFERENCE (R) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BEGINNING OF CURVE
- (M-E) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- (DN) DOCUMENT NUMBER
- (W-E) PUBLIC UTILITY EASEMENT
- (L/C/R) WALL EASEMENT
- (1) LINE, CURVE, RADIAL LINE
- (2) EASEMENT REFERENCE NUMBER - SEE SHEET 2



MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LAHARP MONUMENT WELL STAMPED "T.S. 7788"
- ✕ FOUND 1" WIRELESS CORNER (W.C.), IN SERRAVALLO ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED "T.S. 7788"

NOTES

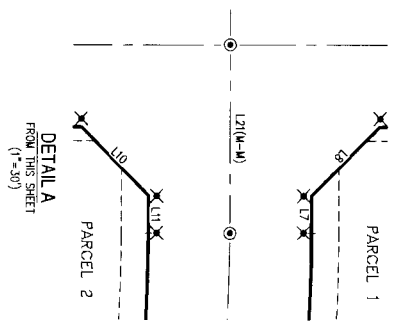
1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARINGS OF NORTH SIGHTS OR WEST SIGHTS BETWEEN FOUND MONUMENTS ALONG BOUNDARIES SHOWN HEREON WERE OBTAINED FROM THE PLAT OF SAID SUBDIVISION IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAID COUNTY OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

- ① P.C.A.E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293



TRACT 4180

RIVER ISLANDS - PHASE 2

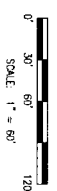
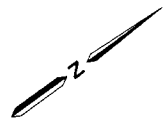
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESQUERO, BEING A
 SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 79),
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024



SHEET INDEX



NOTES

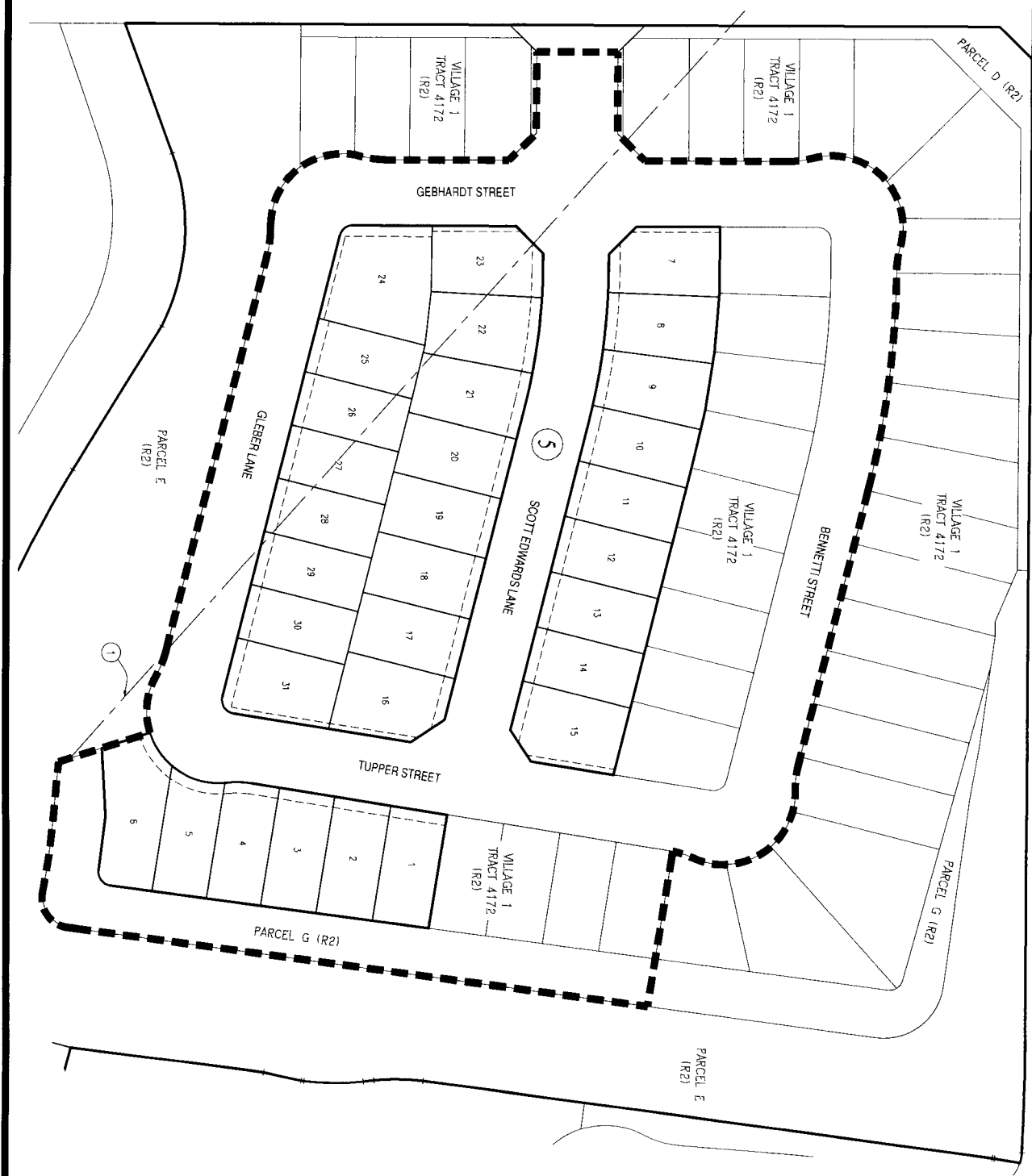
1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION
3. SEE SHEET 5 FOR LINE AND CURVE TABLES.

LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE

EASEMENTS

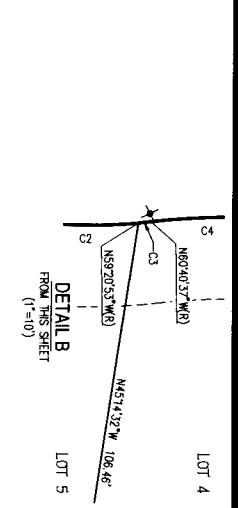
- 1' P&E, POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293



CURVE #	RADIUS	DELTA	LENGTH
C1	65.50'	32°03'07"	38.64'
C2	65.50'	45°24'51"	51.92'
C3	65.50'	1°19'44"	1.52'
C4	87.00'	15°28'05"	23.44'
C5	12.00'	89°33'54"	18.76'
C6	12.00'	78°07'22"	15.94'
C7	580.00'	1°28'19"	14.90'

CURVE #	RADIUS	DELTA	LENGTH
C8	580.00'	5°08'19"	52.02'
C9	580.00'	5°08'19"	52.02'
C10	580.00'	2°07'42"	21.54'
C11	12.00'	95°01'52"	19.90'
C12	520.00'	3°16'02"	29.65'
C13	520.00'	7°39'48"	69.55'
C14	520.00'	2°56'48"	28.74'

LINE #	DIRECTION	LENGTH
L1	N64°05'19"W	13.46'
L2	N64°05'19"W	13.46'
L3	N65°05'19"W	35.36'
L4	N60°54'41"E	35.36'
L5	N2°16'23"E	36.87'
L6	N87°43'37"W	33.77'



LOT 4

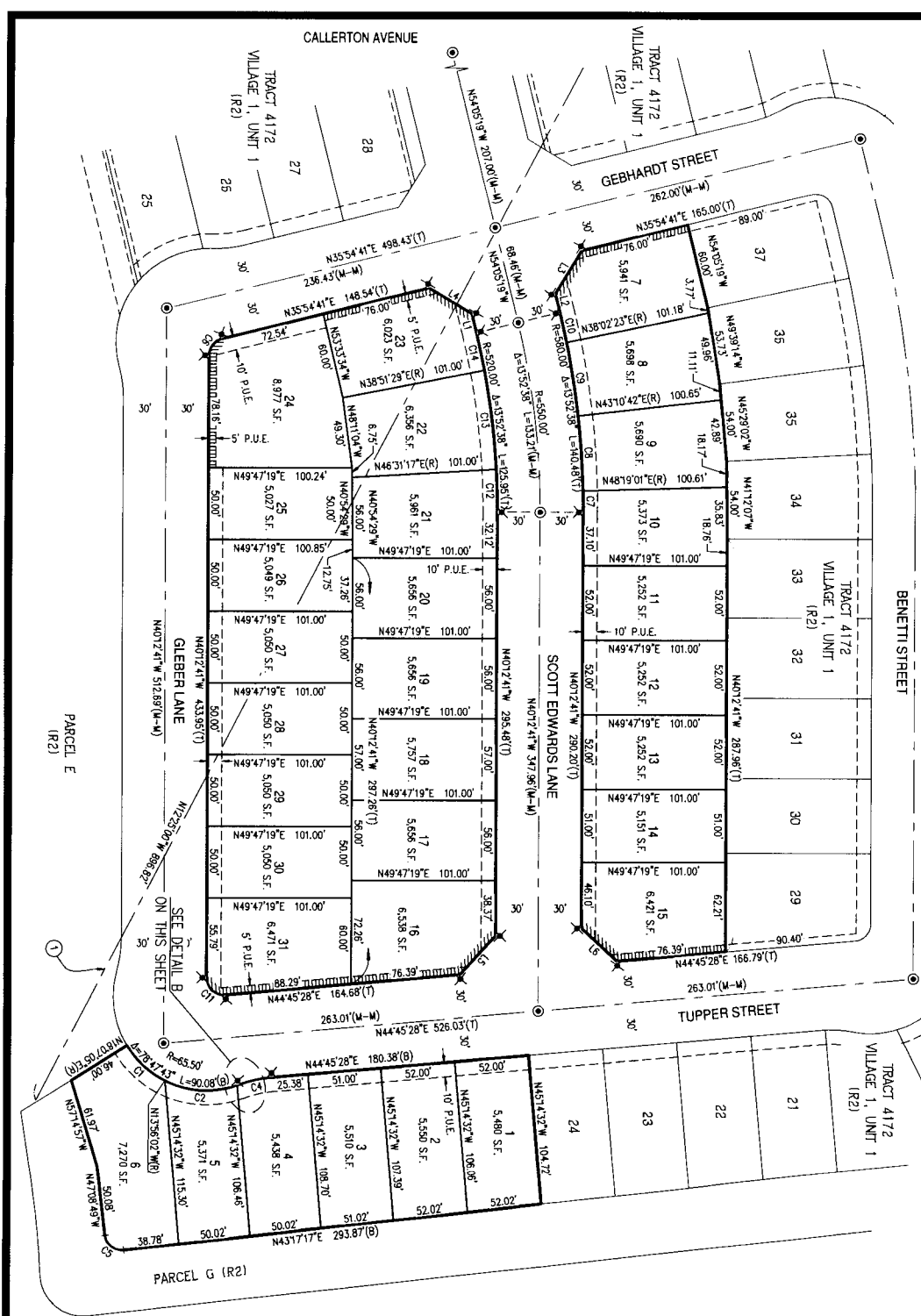
LOT 5

TRACT 4180
RIVER ISLANDS - PHASE 2
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

ODELL ENGINEERING



LEGEND

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTRELINE
- MEASURED AND RECORD DATA PER REFERENCE (R)
- 200.00' (R)
- (R) DENOTES REFERENCE (R) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BEGINNING OF CURVE
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARINGS
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- DN PUBLIC UTILITY EASEMENT
- P.U.E. WALL EASEMENT
- WE. LINE, CURVE, RADIAL LINE
- U/C/R/E EASEMENT REFERENCE NUMBER - SEE SHEET 2

MONUMENTATION NOTES

- FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND "I" BRASS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTRELINE, 1.17" BRASS DISK STAMPED "PLS 7788" SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK ON PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- SEE SHEET 2 FOR REFERENCES.

EASEMENTS

① P.C.E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293

MONUMENTATION NOTES

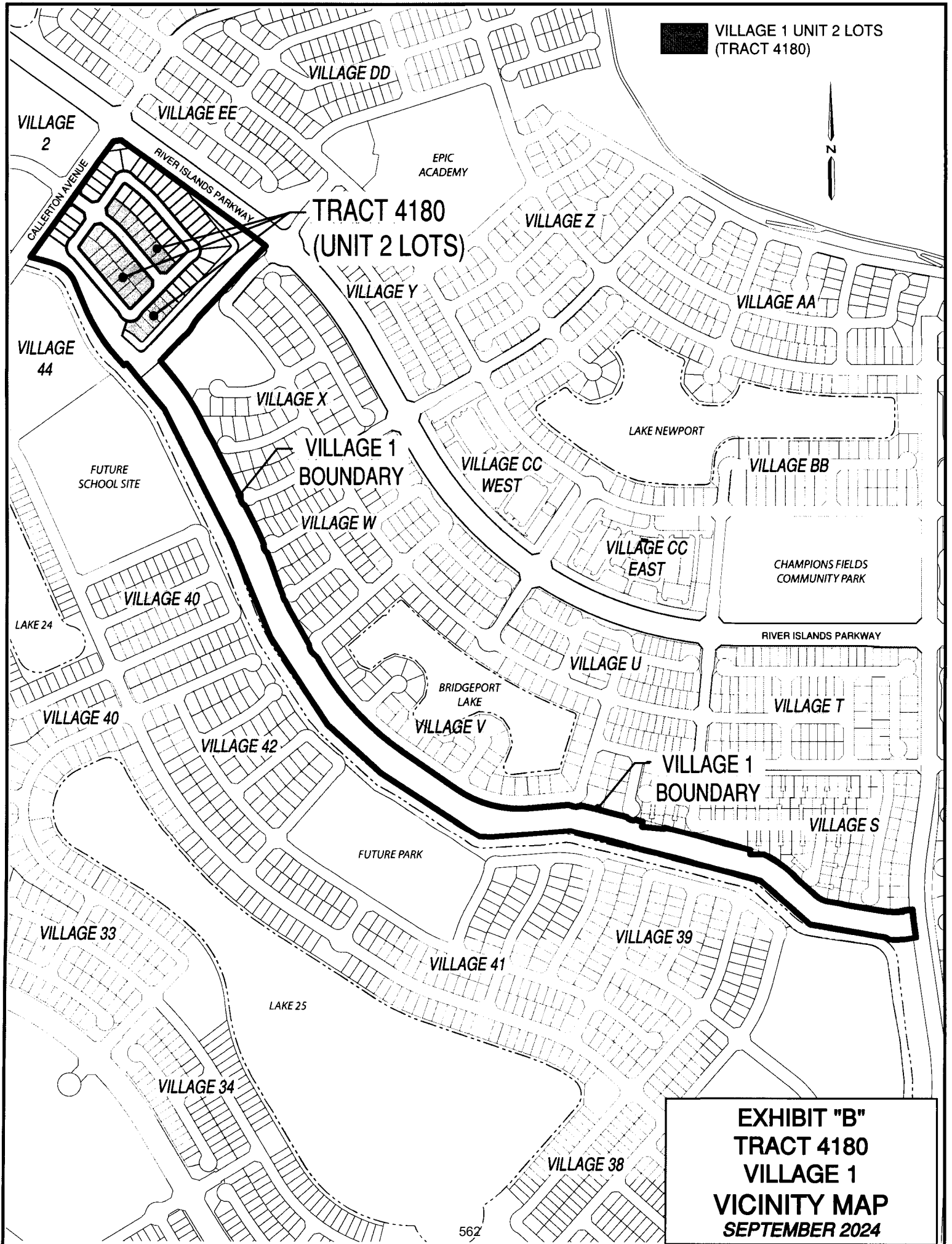
FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"

FOUND "I" BRASS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTRELINE, 1.17" BRASS DISK STAMPED "PLS 7788" SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK ON PROPERTY LINE FOR ALL FRONT LOT CORNERS

Subdivision Improvement Agreement (River Islands Development Area 2, LLC)
Tract 4180 Village 1 Unit 2

EXHIBIT "B"

TRACT 4180 VILLAGE 1 UNIT 2 AREA



VILLAGE 1 UNIT 2 LOTS
(TRACT 4180)



EXHIBIT "B"
TRACT 4180
VILLAGE 1
VICINITY MAP
SEPTEMBER 2024

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 – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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: ATN2418343P

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.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

October 14, 2024

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 4180; Escrow No. 1214023574

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 2, LLC, a Delaware limited liability company ("**RIDA2**") 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 RIDA2 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA2, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA2 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4180, executed and acknowledged by the City (provided to title by City).

The document listed in Item B.1 above is referred to as the "**Recordation Document**." The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA2, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIDA2 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 RIDA2.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$17,194.34**, 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 **\$3,774.00** multiplied by **4.556** 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); and have confirmation (by telephone or email) from Susan Dell'Osso and 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 Document 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 Document, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor 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 Brad Taylor to record the Recordation Document and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Document to be recorded;

E.2. Record the Recordation Document 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 RIDA2 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 2, 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), Brad Taylor (btaylor@ci.lathrop.ca.us), Monica Garcia (mgarcia@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 Development Area 2, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Document, showing all recording information of the Recordation Document; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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 Development Area 2, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA2 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 RIDA2 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

TRACT 4180
RIVER ISLANDS - PHASE 2
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (LA MAP 75),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024



OWNERS STATEMENT
THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMBARRASSED WITHIN THE EXTENDED BOUNDARY LINE OF THE HEREBY RECORDED FINAL MAP ENTITLED, "TRACT 4180, RIVER ISLANDS, PHASE 2, VILLAGE 1 - UNIT 2, CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIVE (5) 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
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 DEDICATED TO THE CITY OF LATHROP
THE UNDERSIGNED DOES HEREBY REINQUIRE TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 2, 15, 16, 23, 24, AND 31 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____
SUSAN BULLOSSO
PRESIDENT

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2023, AS DOCUMENT NUMBER 2023-063930, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.
BY: _____
NAME: _____
TTS: _____

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 HEREBY EMBARRASSED MAP ENTITLED "TRACT 4180, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 2, CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, AND THAT SAID CITY COUNCIL DID HEREBY PASS BY RESOLUTION NO. _____, DATED _____, DULY PRESSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND NO. ABANDONED ITS REGULATION, AND HEREBY REINQUIRE TO THE CITY OF LATHROP ALL PUBLIC USE, THE REINDEMENT OF ACCESS RIGHTS TO LOTS 2, 15, 16, 23, AND 31 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, AND THE DEDICATION OF THE GROUND WATER RIGHTS.

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)

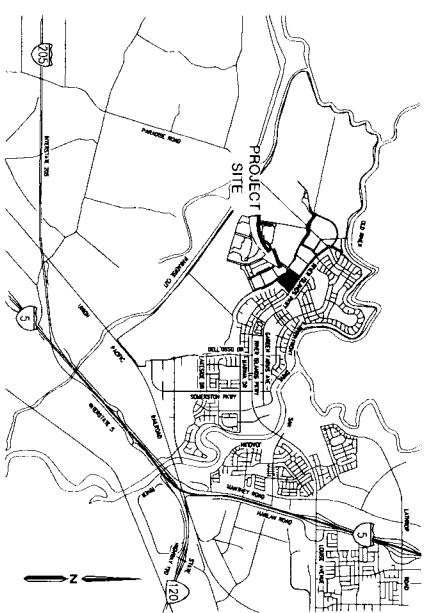
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2024, 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, HE/SHE/THEY OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM THE PER GOVERNMENT CODE 21798.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4808.
DATED THIS _____ DAY OF _____, 2024.

RICHARD OSAGUAL
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4180, RIVER ISLANDS-PHASE 2, VILLAGE 1 - UNIT 2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLETES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA ENGINEERING PROFESSIONAL ACT AND ALL LOCAL ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.
DATED THIS _____ DAY OF _____, 2024.

BRAD R. TAYLOR, R.C.E.T. 69293
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
FEE: \$ _____

BY: _____ ASSISTANT/DEPUTY RECORDER
STEVE BESTOLAKIENIS
ASSESSOR-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 4180, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 2, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2023.



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 AREA 2, LLC, ON MARCH 23, 2024. I HEREBY STATE THAT I HAVE CONDUCTED A VISUAL INSPECTION OF THE CONDITIONS INDICATED OR NOTICED THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE THE FILING OF THIS MAP AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2024.

DITLAN CHAMORRO, P.L.S. NO. 7788



**TRACT 4180
RIVER ISLANDS - PHASE 2
VILLAGE 1 - UNIT 2**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024



ENGINEERING

REFERENCES

- (R1) TRACT 4180 RIVER ISLANDS PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.I.C.R. (44 MAP 52)
- (R2) TRACT 4172, RIVER ISLANDS PHASE 2 VILLAGE 1-UNIT 1 FINAL MAP, FILED NOVEMBER 17, 2023, IN BOOK 44 MAPS AND PLATS, PAGE 75, S.I.C.R. (44 MAP 75)

SIGNATURE OMISSIONS

PLACED TO SECTION 66.545 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.I.C.R.
- 2. P.O.B.L., POLE LINE EASEMENT (NO WIDTH GIVEN), PER 326 OR 293, S.I.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE				CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	
L1	N45°05'19"W	80.00'	C1	580.00'	135°2'38"	140.48'	
L2	N49°39'14"W	53.73'	C2	520.00'	13°52'38"	125.95'	
L3	N45°29'02"W	54.00'	C3	12.00'	95°01'52"	19.90'	
L4	N41°12'07"W	54.00'	C4	12.00'	76°07'22"	15.94'	
L5	N44°45'28"E	76.39'	C5	65.50'	78°47'43"	90.08'	
L6	N87°43'37"W	33.77'	C6	87.00'	151°28'05"	23.44'	
L7	N54°05'19"W	13.46'	C7	12.00'	89°33'54"	18.76'	
L8	N8°05'19"W	35.36'					
L9	N35°54'11"E	76.00'					
L10	N80°54'41"E	35.36'					
L11	N54°05'19"W	13.46'					
L12	N2°16'29"E	36.87'					
L13	N44°45'28"E	164.68'					
L14	N35°54'11"E	148.54'					
L15	N18°07'05"E	46.50'					
L16	N44°45'28"E	180.38'					
L17	N45°14'32"W	104.72'					
L18	N47°08'48"W	50.08'					
L19	N57°14'57"W	61.97'					

TRACT 4180 AREA SUMMARY

LOTS 1 THROUGH 31	4,558 AC.
TOTAL	4,558 AC.

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 2124023574-1R, (VERSION 1) DATED AUGUST 20, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4180

RIVER ISLANDS - PHASE 2

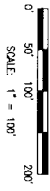
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75), CITY OF LAHARBOR, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

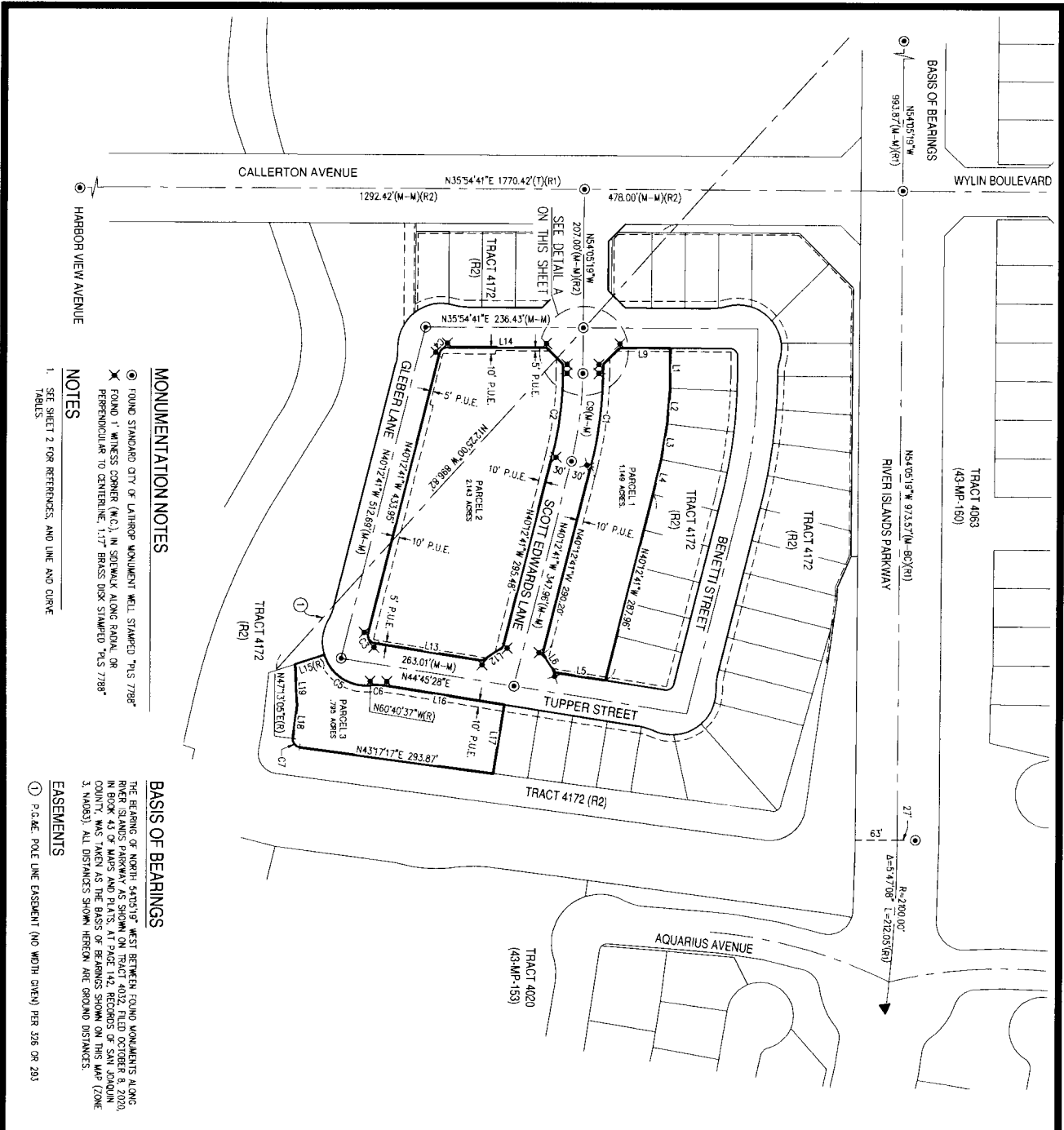
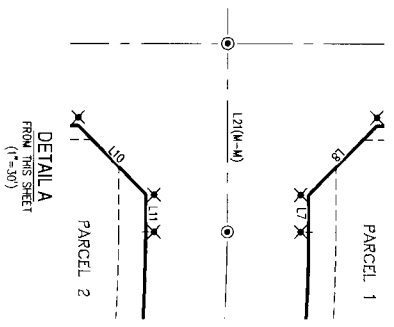


BOUNDARY SHEET



LEGEND

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1)
- (M-M)
- (M-BC)
- (M-B)
- (R)
- (T)
- (T)
- (T)
- BOUNDARY
- DOCUMENT NUMBER
- PUBLIC UTILITY EASEMENT
- WALL EASEMENT
- LINE, CURVE, RADIAL LINE
- EASEMENT REFERENCE NUMBER - SEE SHEET 2
- L1/C1/R1
- ①



MONUMENTATION NOTES

- ① FOUND STANDARD CITY OF LAHARBOR MONUMENT WELL STAMPED 'THIS 7788' FOUND 1' MINUS CORNER (M.C.) IN SIDEWALK ALONG ROAD, OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED 'THIS 7788'

NOTES

- 1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARING OF NORTH 94°05'19\"/>

EASEMENTS

- ① P.G.A.E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 598 OR 293

PARCEL D (R2)

VILLAGE 1
TRACT 4172
(R2)

VILLAGE 1
TRACT 4172
(R2)

GEBHARDT STREET

GLEBER LANE

PARCEL E (R2)

SCOTT EDWARDS LANE

BENNETT STREET

VILLAGE 1
TRACT 4172
(R2)

VILLAGE 1
TRACT 4172
(R2)

VILLAGE 1
TRACT 4172
(R2)

PARCEL G (R2)

TUPPER STREET

PARCEL E (R2)

PARCEL G (R2)

TRACT 4180

RIVER ISLANDS - PHASE 2

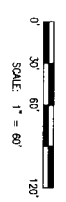
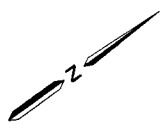
VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (44 MAP 75),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2004



SHEET INDEX



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.
3. SEE SHEET 5 FOR LINE AND CURVE TABLES.

LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE

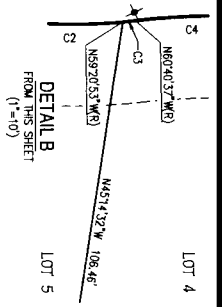
EASEMENTS

- POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293

CURVE #	RADIUS	DELTA	LENGTH
C1	65.50	32°03'37"	38.64'
C2	65.50	45°24'51"	51.92'
C3	65.50	1°19'44"	1.52'
C4	87.00	15°28'05"	23.44'
C5	12.00	89°33'54"	18.76'
C6	12.00	76°07'22"	15.94'
C7	580.00	1°28'19"	14.90'

CURVE #	RADIUS	DELTA	LENGTH
C8	580.00	5°08'19"	52.02'
C9	580.00	5°08'19"	52.02'
C10	580.00	2°07'42"	21.54'
C11	12.00	98°01'52"	19.90'
C12	520.00	3°16'02"	29.65'
C13	520.00	7°39'48"	69.55'
C14	520.00	2°56'48"	28.74'

LINE #	DIRECTION	LENGTH
L1	N44°05'19"W	13.46'
L2	N44°05'19"W	13.46'
L3	N8°05'19"W	35.36'
L4	N8°05'41"E	35.36'
L5	N2°16'23"E	36.87'
L6	N8°24'33"W	33.77'

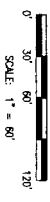


TRACT 4180

RIVER ISLANDS - PHASE 2

VILLAGE 1 - UNIT 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF TRACT 4172 (24 MAP 75), CITY OF LATHROP, SAN JOHANN COUNTY, CALIFORNIA
SEPTEMBER 2024



LEGEND

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTRELINE
- MEASURED AND RECORD DATA PER REFERENCE (R)
- DENOTES REFERENCE (R) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BEGINNING OF CURVE
- (M-E) MONUMENT TO END OF CURVE
- (M-B) MONUMENT TO BEGINNING OF CURVE
- (M-E) MONUMENT TO END OF CURVE
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- (N) DOCUMENT NUMBER
- (P) PUBLIC UTILITY EASEMENT
- (W.E.) WALL EASEMENT
- (U/C/R) LINE, CURVE, RADIAL LINE
- (1) EASEMENT REFERENCE NUMBER - SEE SHEET 2

MONUMENTATION NOTES

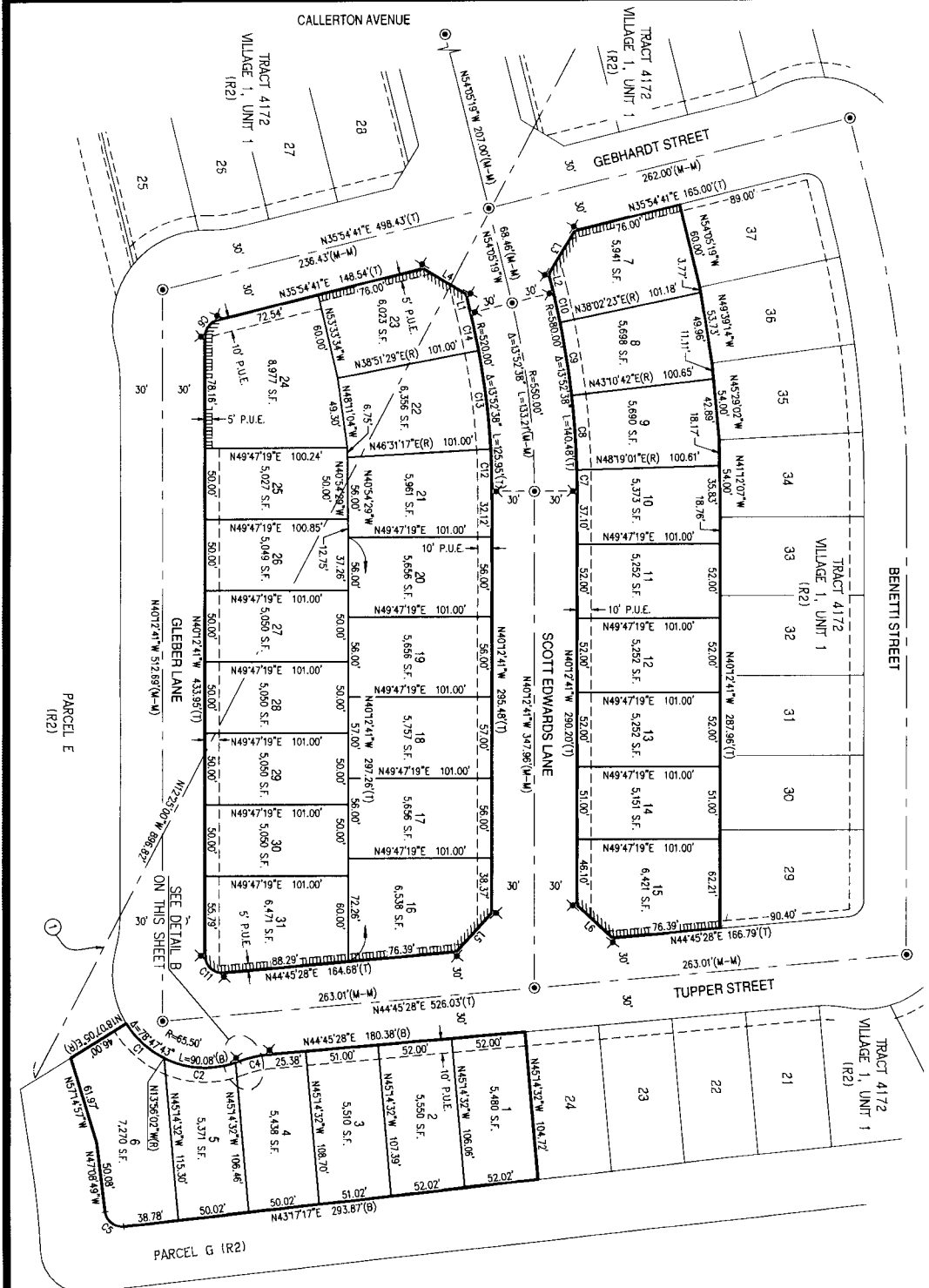
- FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "S 7788"
- FOUND "I" WITNESS CORNER (M.C.), IN SIDEWALK ALONG PARALLEL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "S 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG PLUS 7788 FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "S 7788" IN SIDEWALK 100' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- 1. SEE SHEET 2 FOR REFERENCES.

EASEMENTS

- 1. P.C.&E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293



ITEM 4.28

CITY MANAGER'S REPORT OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4231 VILLAGE 26 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4231 Village 26 Unit 1 within the West Village District, Totaling 33 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC**

SUMMARY:

The proposed Final Map for Tract 4231 Village 26 Unit 1 (Tract 4231), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Tract 4231 will be the first tract map within the Village 26 area. River Islands Development Area 1, LLC (River Islands) is proposing thirty-three (33) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4231, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, by Resolution, included as Attachment "A".

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On August 12, 2024, City Council approved a Large Lot Map (LLM) Tract 4235 to create 8 undevelopable parcels. On December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. The land for the proposed Final Map for Tract 4231 is within the geographic boundaries of VTM 6716, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4231 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4231 that guarantee the unfinished improvements for Village 26 as detailed in Table 1.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR 33 LOTS IN TRACT 4231 VILLAGE 26 UNIT 1 WITHIN WEST
VILLAGE DISTRICT OF RIVER ISLANDS

Table 1 – Bond Values

Unfinished Improvement Total:	\$352,383
Performance Security (110% of Unfinished Improvements) Bond No. 0844468	\$387,621
Labor & Materials Security (50% of Performance Security) Bond No. 0844468	\$193,811

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4231.

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Tract 4231 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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	Received
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed

**OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
 AGREEMENT FOR 33 LOTS IN TRACT 4231 VILLAGE 26 UNIT 1 WITHIN WEST
 VILLAGE DISTRICT OF RIVER ISLANDS**

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 4231 Village 26 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval
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 4231 Village 26 Unit 1 within the West Village District, Totaling 33 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- B. Vicinity Map – Tract 4231 Village 26 Unit 1
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4231 Village 26 Unit 1
- D. Escrow Instructions for Final Map Tract 4231 Village 26 Unit 1
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment “D”)
- E. Final Map – Tract 4231 Village 26 Unit 1

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR 33 LOTS IN TRACT 4231 VILLAGE 26 UNIT 1 WITHIN WEST
VILLAGE DISTRICT OF RIVER ISLANDS

APPROVALS



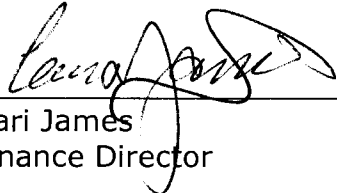
Veronica Albarran
Junior Engineer

09/18/2024
Date



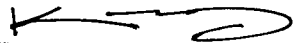
Brad Taylor
City Engineer

9/18/2024
Date



Cari James
Finance Director

9/24/2024
Date




Michael King
Assistant City Manager

9.20.2024
Date



Salvador Navarrete
City Attorney

9.23.2024
Date



Stephen Salvatore
City Manager

10.7.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4231 VILLAGE 26 UNIT 1 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 33 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on August 12, 2024, City Council approved a Large Lot Map (LLM) Tract 4235 to create 8 undevelopable parcels; and

WHEREAS, on December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4231 Village 26 Unit 1 (Tract 4231) is within the geographic boundaries of VTM 6716, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, River Islands Development Area 1, LLC (River Islands), provided performance and labor & material securities with the SIA for Tract 4231 that guarantee the unfinished improvements for Tract 4231 in the amount as follows:

Unfinished Improvement Total:	\$352,383
Performance Security (110% of Unfinished Improvements) Bond No. 0844468	\$387,621
Labor & Materials Security (50% of Performance Security) Bond No. 0844468	\$193,811

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4231; and

WHEREAS, potential 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, Tract 4231 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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 4231 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the October 14, 2024 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the October 14, 2024 staff report.
3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the October 14, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

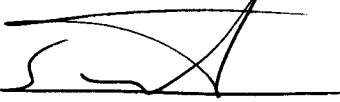
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RIVER ISLANDS
HIGH SCHOOL

**TRACT 4231
(UNIT 1 LOTS)**

VILLAGE 3

VILLAGE EE

VILLAGE
2

VILLAGE 27

LAKE 21

VILLAGE 28

LAKE 22

CALLERTON AVENUE

RIVER ISLANDS PARKWAY

VILLAGE 25

FUTURE
DEL WEBB

VILLAGE
44

FUTURE
PARADISE CUT
VILLAGE CENTER

FUTURE
DEL WEBB

FUTURE
SCHOOL SITE

HAVERHILL WAY

TRACT 4155
DEL WEBB
UNIT 1

VILLAGE 41

VILLAGE 40

LAKE 24

VILLAGE 40

VILLAGE 42

FUTURE
DEL WEBB

CALLERTON AVENUE

FUTURE
DEL WEBB

TRACT 4221
DEL WEBB
UNIT 2

VILLAGE 30

VILLAGE 33

CAMBAY PARKWAY

VILLAGE 31

VILLAGE 32



 VILLAGE 26
FUTURE UNIT 2 LOTS

**ATTACHMENT "B"
TRACT 4231
VILLAGE 26 UNIT 1
VICINITY MAP
SEPTEMBER 2024**

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT AREA 1, LLC,
DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4231 VILLAGE 26 UNIT 1 33 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **14th day of October 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 1, 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 4231 Village 26 Unit 1 (Tract 4231). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4231 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided for Village 26 by SUBDIVIDER that guarantee the unfinished improvements for Tract 4231, in the amount shown in Table 1 of this agreement.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, and this Agreement.

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and

conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4231 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 4231. Improvement plans, and street light plans 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 4231 are required security as outlined in 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 West Village - Village 26 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 as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4231, or October 14, 2025, whichever comes first.

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 West Village - Village 26 entire area 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, or 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 4231 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values
Tract 4231 Improvements

Tract 4231 Improvements	
Unfinished Improvement Total:	\$352,383
Performance Bond (Bond No. 0844468)	\$387,621
Labor & Materials Bond (Bond No. 0844468)	\$193,811

9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, and this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City’s Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, and this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 4231.

22. 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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

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 4231 VILLAGE 26 UNIT 1
- EXHIBIT B TRACT 4231 VILLAGE 26 UNIT 1 AREA
- EXHIBIT C CITY INSURANCE REQUIREMENTS
- EXHIBIT D WEST VILLAGE - VILLAGE 26 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of October 2024, at Lathrop, California.


ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____
Salvador Navarrete Date
City Attorney 9.23.2024

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

SUBDIVIDER

River Islands Development Area 1, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

EXHIBIT "A"

FINAL MAP - TRACT 4231 VILLAGE 26 UNIT 1

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND DEMARCATED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREBY ENDED FINAL MAP ENTITLED, TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT "1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) PARCELS 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.

- 1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BULLARD LANE, BLUE CANYON AVENUE, AUDREBORNE STREET AND DANBORO AVENUE 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 OTHER APPURTENANCES UPON, OVER AND UNDER THE SURFACE OF LAND AS SHOWN ON THIS FINAL MAP (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH C FOR LAKE PURPOSES AS SHOWN ON THIS FINAL MAP SAID PARCELS ARE NOT DEDICATED HERETO, BUT WILL BE CONNECTED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBMITTED TO THE FILING OF THIS FINAL MAP SAID PARCELS D, E, F, H, J AND 29 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 3 FOR FUTURE DEVELOPMENT. THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH C FOR LAKE PURPOSES AS SHOWN ON THIS FINAL MAP SAID PARCELS ARE NOT DEDICATED HERETO, BUT WILL BE CONNECTED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBMITTED TO THE FILING OF THIS FINAL MAP.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME: SUSAN BELLOSSO DATE:
PRESIDENT

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.

ON 2024 BEFORE ME, 2024 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/HIS/HER 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.

EXEMPT FROM FEE PER GOVERNMENT CODE 27296.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4231 (44 MAP 124), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA. SEPTEMBER 2024



CITY CLERKS STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREBY ENDED FINAL MAP ENTITLED TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT "1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) PARCELS 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.

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.

TRUSTEES STATEMENT

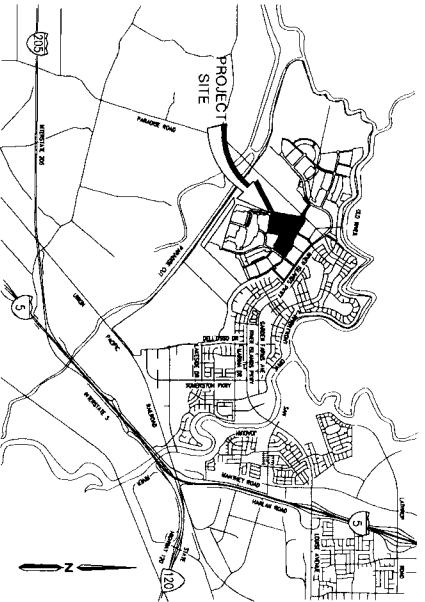
OLD REPUBLIC TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-186194, AND AMENDED IN DOCUMENT RECORDED OCTOBER 1, 2022, AS DOCUMENT NUMBER 2022-114643, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022, AS DOCUMENT NUMBER 2022-120208, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

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.

ON 2024 BEFORE ME, 2024 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/HIS/HER 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.

NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO KEATING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 24-4930E.

67400'S CONSULTING COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT "1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HERETO IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE KEATING TENTATIVE MAP NO. 6716, AND MY APPROVAL OF THIS MAP IS SUBJECT TO THE CITY ENGINEER'S AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF KEATING TENTATIVE MAP.

BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS DAY OF 2024 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

STEVE BESTIARDOS, ASSISTANT/DEPUTY RECORDER, ASSESSOR-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA

REFERENCES

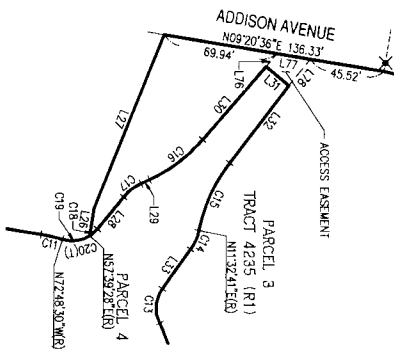
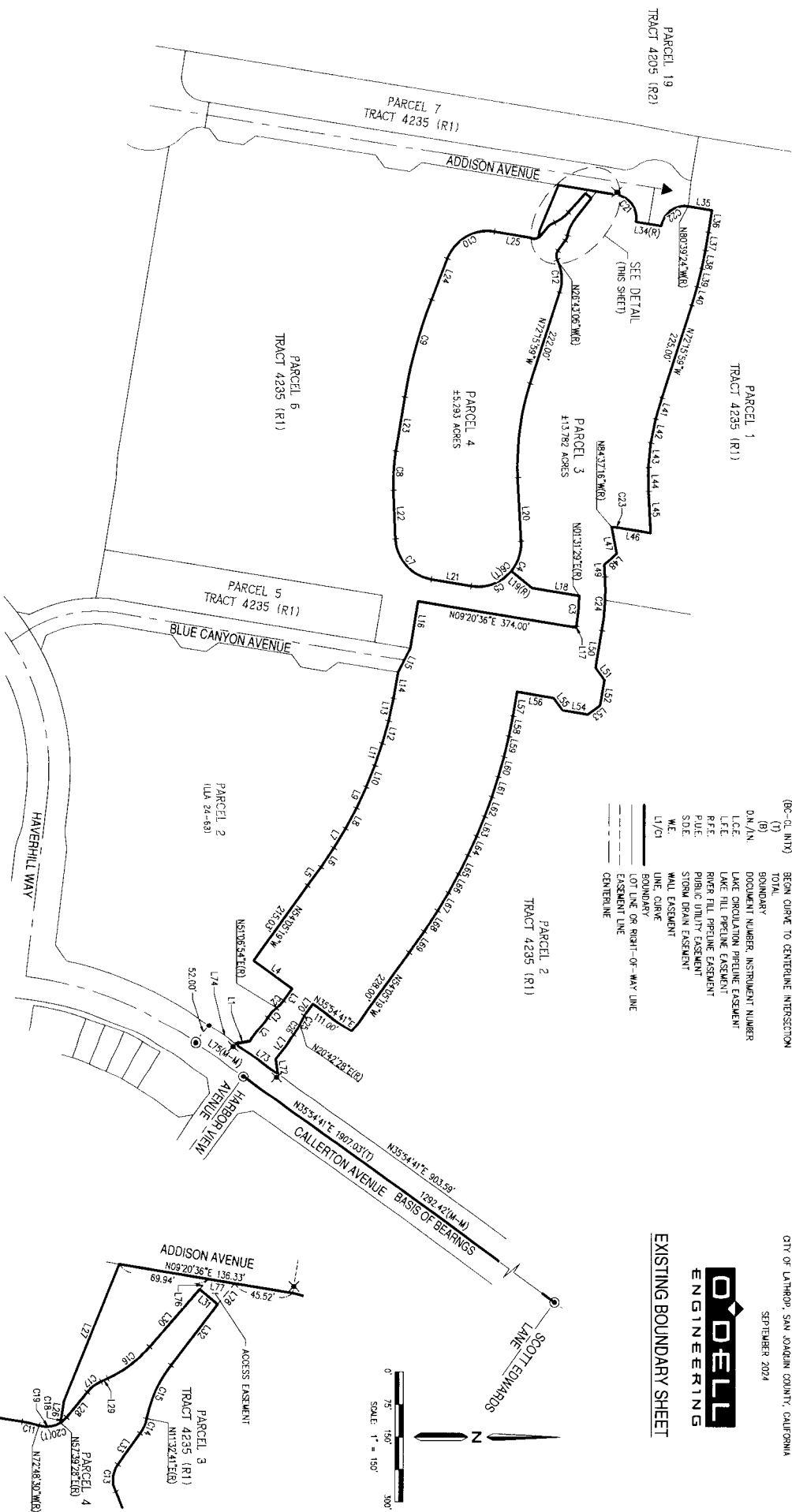
- (R1) TRACT 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP FILED TRACT 22, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 124, S.L.C.H. (44 MAP 124)
- (R2) TRACT 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.L.C.H. (44 MAP 95)

NOTES

- 1. SEE SHEET 2 FOR LINE AND CURVE TABLES

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
(M-W)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(M-C, INTX)	MONUMENT TO CENTERLINE INTERSECTION
(M-BG)	MONUMENT TO BEGINNING OF CURVE
(B-C, INTX)	BEIGN CURVE TO CENTERLINE INTERSECTION
(T)	TOTAL
(D)	DOCUMENT NUMBER
D.N./I.N.	DOCUMENT NUMBER, INSTRUMENT NUMBER
L.C.E.	LAKE CIRCULATION PRELIME EASEMENT
L.F.E.	LAKE FILL PRELIME EASEMENT
R.F.E.	RIVER FILL PRELIME EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.O.E.	STORM DRAIN EASEMENT
W.E.	WALL EASEMENT
L1/C1	LINE CURVE
---	BOUNDARY
- - -	LOT LINE OR RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	CENTERLINE



MONUMENTATION NOTES

- ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG PROPERTY LINE PROJECTION, RADIAL BEARINGS OR PERPENDICULAR TO CENTERLINE.
- 1.17" BRASS DISK STAMPED PLS 7788 PER (R1)
- ⊙ FOUND MONUMENT PER (R1)

BASIS OF BEARINGS

THE BEARING OF NORTH 35°54'41" EAST ALONG CALLERTON AVENUE, AS SHOWN PER TRACT 4235, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 124, 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 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1**

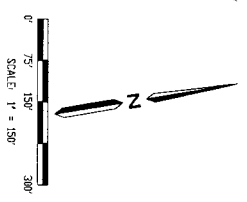
A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2024



EXISTING BOUNDARY SHEET

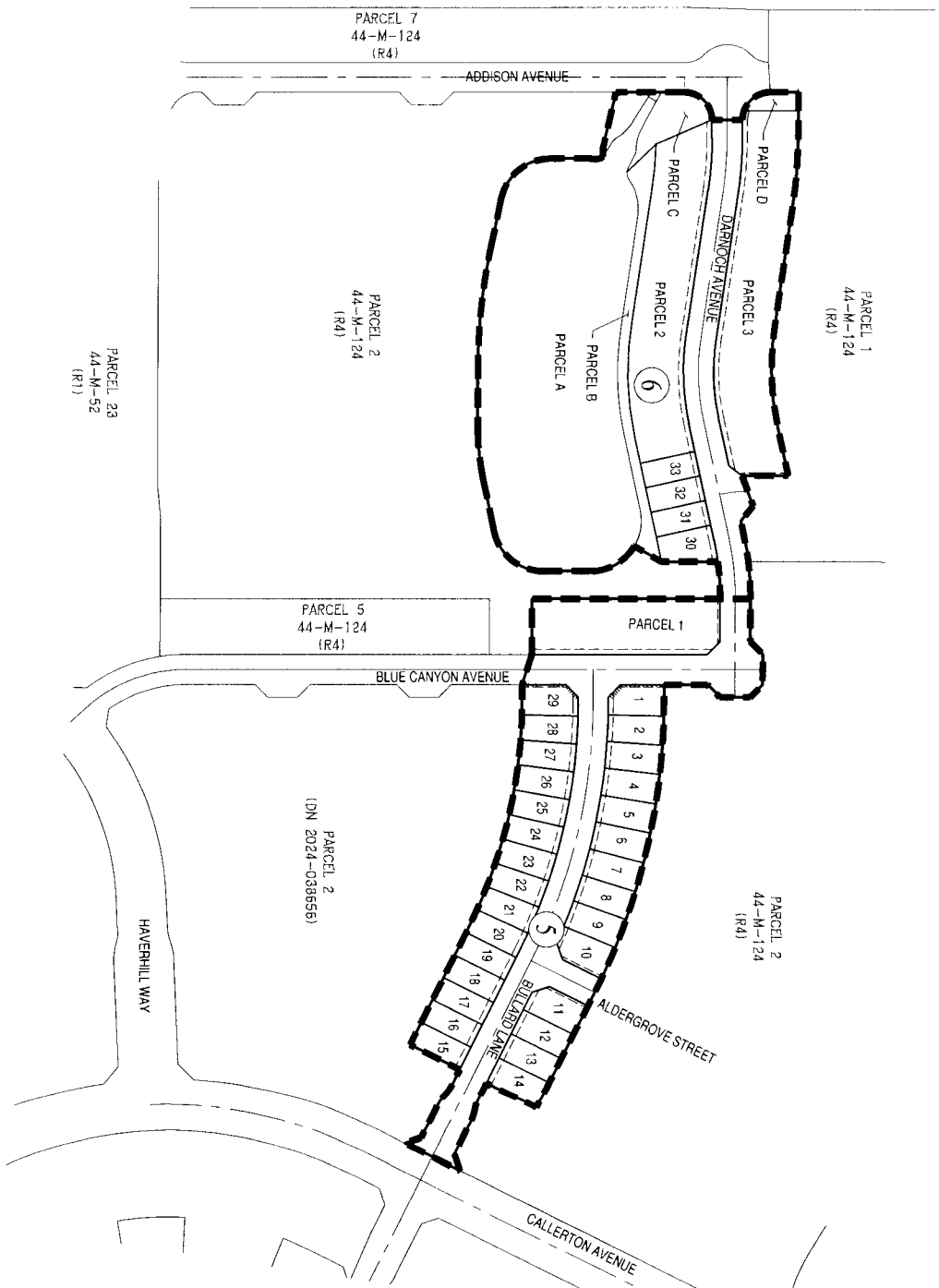
TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF PARCEROS EL PESQUERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024

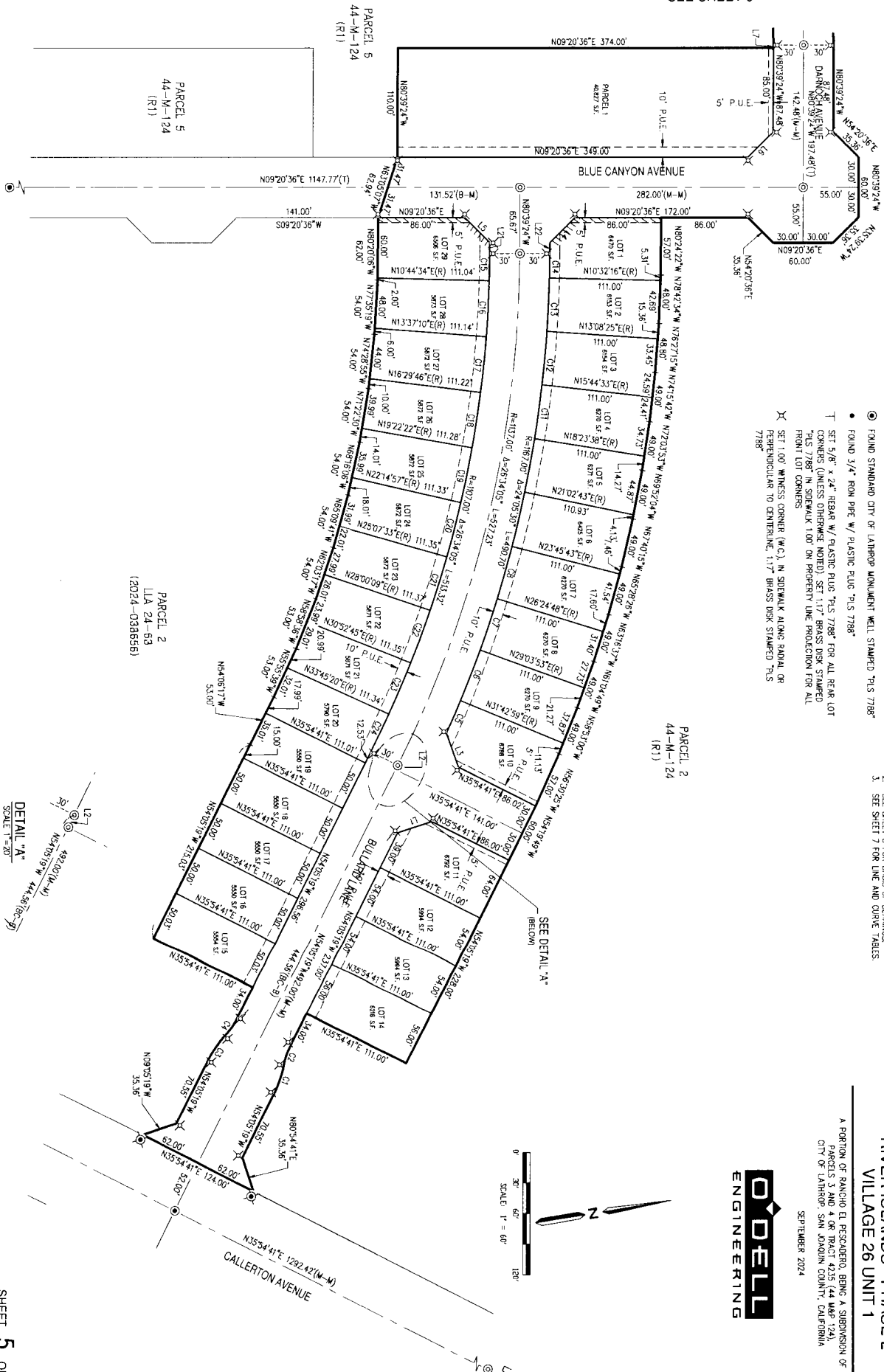


- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

- LEGEND**
- BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - SHEET LIMIT LINE
 - 5 SHEET NUMBER
 - //// RESTRICTED ACCESS



SEE SHEET 6



MONUMENTATION NOTES

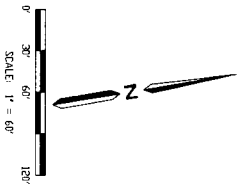
- ⊙ SET STAMPED CITY OF LAHROP MONUMENT WELL STAMPED "P15 7788"
- ⊙ FOUND STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "P15 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "P15 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "P15 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ⊕ SET 1.00" WIRELESS CORNER (W.C.), IN SIDEWALK ALONG RADA, OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "P15 7788"

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR REFERENCES
3. SEE SHEET 7 FOR LINE AND CURVE TABLES

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124), CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024

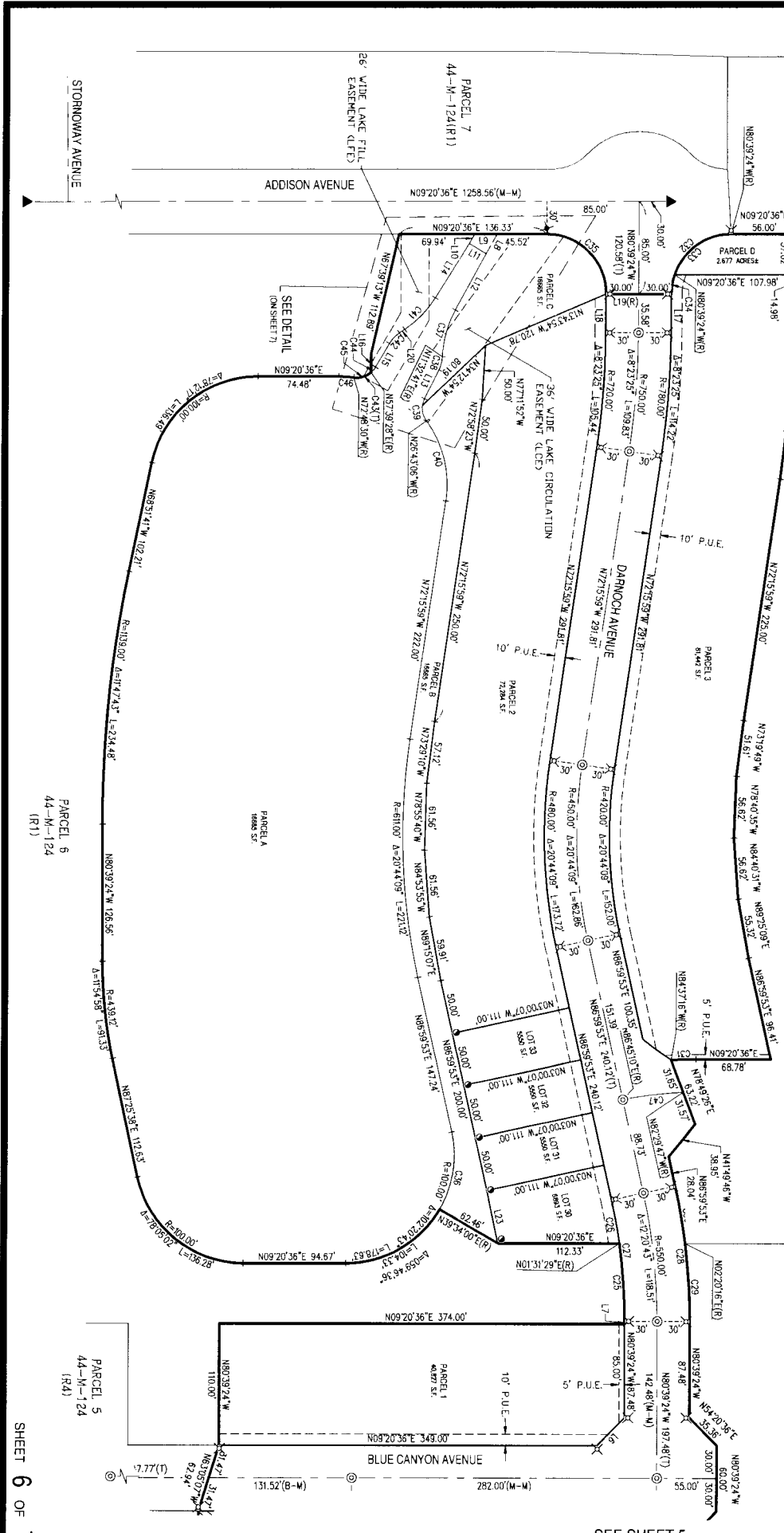
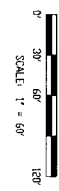


DETAIL "A"
 SCALE 1" = 20'

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PECADERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4231 (44 MAP 124), CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024

ODELL
 ENGINEERING

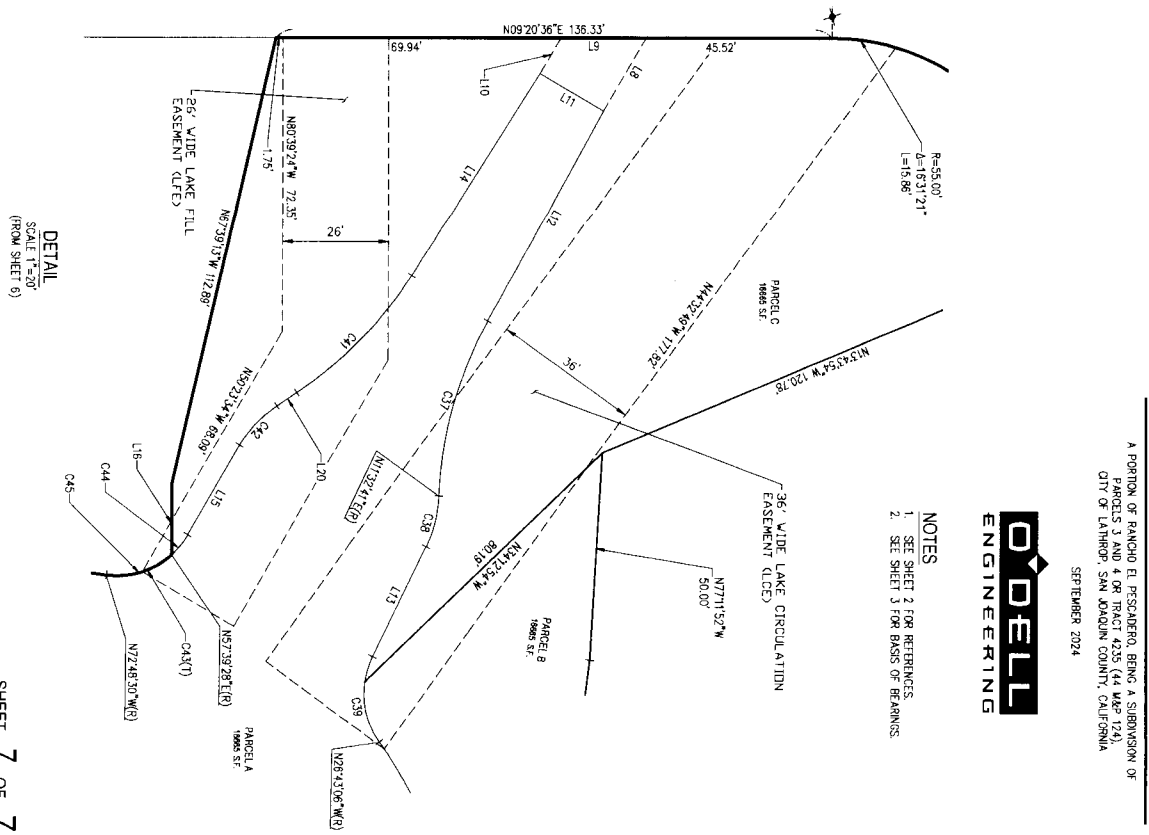


SEE SHEET 5

LINE AND CURVE TABLES FOR SHEETS 5 AND 6 ONLY

LINE TABLE	CURVE TABLE	CURVE TABLE	CURVE TABLE							
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	S89°39'19"E	35.56'	C1	113.00	151°21'3"	29.98'	C21	1107.00	252.56'	55.58'
L2	S54°05'19"E	4.56'	C2	87.00	151°21'3"	23.09'	C22	1107.00	252.56'	55.58'
L3	N79°58'48"E	35.93'	C3	113.00	151°21'3"	29.98'	C23	1107.00	252.56'	55.58'
L4	S35°39'24"E	35.36'	C4	87.00	151°21'3"	23.09'	C24	1107.00	252.56'	55.58'
L5	N64°20'38"E	35.36'	C5	1167.00	143°07'	35.01'	C25	520.00	749.07'	70.86'
L6	S35°39'24"E	35.36'	C6	1167.00	239°05'	54.00'	C26	520.00	431.96'	41.08'
L7	S89°39'24"E	2.48'	C7	1167.00	239°05'	54.00'	C27	520.00	1220.43'	112.04'
L8	S50°16'05"E	20.78'	C8	1167.00	239°05'	54.00'	C28	580.00	1220.43'	124.57'
L9	S97°03'56"W	20.87'	C9	1167.00	242°59'	55.33'	C29	580.00	700.20'	70.92'
L10	S50°16'05"E	10.22'	C10	1167.00	239°05'	54.00'	C30	580.00	570.24'	54.05'
L11	S39°43'55"W	18.80'	C11	1167.00	239°05'	54.00'	C31	330.00	357.52'	22.83'
L12	N57°05'06"W	58.97'	C12	1167.00	236°08'	53.00'	C32	55.00	9070.00'	86.39'
L13	N54°16'48"W	23.56'	C13	1167.00	236°08'	53.00'	C33	55.00	7055.23'	68.08'
L14	S48°27'04"E	58.66'	C14	1167.00	111°40'	24.33'	C34	55.00	18704.37'	18.31'
L15	S50°16'05"E	23.16'	C15	1107.00	123°59'	27.04'	C35	55.00	9070.00'	86.39'
L16	S89°39'24"E	17.06'	C16	1107.00	252.56'	55.58'	C36	100.00	4234.07'	74.30'
L17	N80°39'24"W	35.58'	C17	1107.00	252.56'	55.58'	C37	98.00	2622.13'	45.10'
L18	N80°39'24"W	35.58'	C18	1107.00	252.56'	55.58'	C38	30.00	2470.31'	12.66'
L19	S97°03'56"W	60.00'	C19	1107.00	252.56'	55.58'	C39	20.00	6276.17'	21.80'
L20	S24°35'42"E	5.89'	C20	1107.00	252.56'	55.58'	C40	100.00	4427.07'	77.58'
L21	N80°39'24"W	10.67'								
L22	N80°39'24"W	10.67'								
L23	N87°24'15"E	50.00'								

CURVE TABLE	CURVE TABLE	CURVE TABLE	
CURVE	RADIUS	DELTA	LENGTH
C41	98.00	2351.22'	40.80'
C42	30.00	2940.23'	13.44'
C43	20.00	6727.35'	23.55'
C44	20.00	1756.33'	6.26'
C45	20.00	4932.02'	17.29'
C46	100.00	7503.94'	13.70'
C47	300.00	1045.03'	58.29'



TRACT 4231
RIVER ISLANDS - PHASE 2
 VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF
 PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124)
 CITY OF LANHOP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

EXHIBIT "B"

TRACT 4231 VILLAGE 26 UNIT 1 AREA

RIVER ISLANDS
HIGH SCHOOL

**TRACT 4231
(UNIT 1 LOTS)**

LAKE 21

VILLAGE 27

VILLAGE 3

VILLAGE
2

VILLAGE EE

LAKE 22

VILLAGE 28

VILLAGE 25

FUTURE
DEL WEBB

VILLAGE
44

FUTURE
PARADISE CUT
VILLAGE CENTER

FUTURE
DEL WEBB

FUTURE
SCHOOL SITE

HAVERHILL WAY

TRACT 4155
DEL WEBB
UNIT 1

VILLAGE 41

VILLAGE 40

LAKE 24

VILLAGE 40

VILLAGE 42

FUTURE
DEL WEBB

FUTURE
DEL WEBB

TRACT 4221
DEL WEBB
UNIT 2

CALLERTON AVENUE

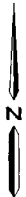
VILLAGE 30

CAMBAY PARKWAY

VILLAGE 33

VILLAGE 31

VILLAGE 32



 VILLAGE 26
FUTURE UNIT 2 LOTS

EXHIBIT "B"
TRACT 4231
VILLAGE 26 UNIT 1
VICINITY MAP
SEPTEMBER 2024

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)
9/9/2024

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.

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.

PRODUCER License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: United Specialty Insurance Company

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tract 4231 City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER: City of Lathrop, 390 Towne Center 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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: ATN2418343P

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 Development Area 1, LLC)
Tract 4231 Village 26 Unit 1

EXHIBIT "D"

WEST VILLAGE – VILLAGE 26 UNIT 1

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE

September 16, 2024

Job No.: 25505-35

RIVER ISLANDS - PHASE 2
VILLAGE 26

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	Joint Trench (60% Completion)	1	LS	\$ 257,708.00	\$ 257,708.00
2	Wet Utilities (95% Completion)	1	LS	\$ 64,350.00	\$ 64,350.00
3	Striping & Monuments (0% Completion)	1	LS	\$ 30,325.00	\$ 30,325.00
TOTAL COST TO COMPLETE					\$ 352,383.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village 26 as of date 10/14/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
DEL WEBB VILLAGE 26 (65 UNITS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 13, 2023
 Job No.: 25504-86

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	164,900	SF	\$ 0.45	\$ 74,205.00
2	4.5" AC Paving	85,000	SF	\$ 2.25	\$ 191,250.00
3	8" Aggregate Base	85,000	SF	\$ 1.20	\$ 102,000.00
4	Vertical Curb and Gutter (with AB cushion)	1,910	LF	\$ 15.00	\$ 28,650.00
5	Rolled Curb and Gutter (with AB cushion)	3,210	LF	\$ 15.00	\$ 48,150.00
6	Concrete Sidewalk	27,690	SF	\$ 5.00	\$ 138,450.00
7	Driveway Approach	67	EA	\$ 600.00	\$ 40,200.00
8	Handicap Ramps	10	EA	\$ 2,500.00	\$ 25,000.00
9	Survey Monuments	12	EA	\$ 300.00	\$ 3,600.00
10	Traffic Striping & Signage	2,780	LF	\$ 5.00	\$ 13,900.00
11	Dewatering (budget)	2,780	LF	\$ 100.00	\$ 278,000.00
Subtotal Street Work					\$ 943,405.00
<u>STORM DRAIN</u>					
12	Catch Basins (type I inlet over type I manhole base)	14	EA	\$ 2,800.00	\$ 39,200.00
13	Catch Basins (type I inlet over type II manhole base)	1	EA	\$ 5,000.00	\$ 5,000.00
14	Catch Basins (type I inlet over type III manhole base)	2	EA	\$ 5,000.00	\$ 10,000.00
15	15" Storm Drain Pipe (polypropylene)	1,220	LF	\$ 18.00	\$ 21,960.00
16	18" Storm Drain Pipe (polypropylene)	760	LF	\$ 20.00	\$ 15,200.00
17	24" Storm Drain Pipe (polypropylene)	1,350	LF	\$ 31.00	\$ 41,850.00
18	30" Storm Drain Pipe (polypropylene)	740	LF	\$ 45.00	\$ 33,300.00
19	36" Storm Drain Pipe (polypropylene)	370	LF	\$ 60.00	\$ 22,200.00
20	42" Storm Drain Pipe (RCP)	150	LF	\$ 120.00	\$ 18,000.00
21	48" Storm Drain Pipe (RCP)	70	LF	\$ 125.00	\$ 8,750.00
22	Manholes (type I)	1	EA	\$ 3,000.00	\$ 3,000.00
23	Manholes (type II)	2	EA	\$ 5,000.00	\$ 10,000.00
24	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
25	Storm Drain Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
Subtotal Storm Drain					\$ 237,560.00
<u>SANITARY SEWER</u>					
26	8" Sanitary Sewer Pipe (PVC)	2,350	LF	\$ 28.00	\$ 65,800.00
27	Manholes (type I)	7	EA	\$ 4,000.00	\$ 28,000.00
28	Sewer Service	65	EA	\$ 600.00	\$ 39,000.00
29	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
30	Sanitary Sewer Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 141,800.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
31	8" Water Line (including all appurtenances) (PVC)	2,280	LF	\$ 32.00	\$ 72,960.00
32	12" Water Line (including all appurtenances) (PVC)	540	LF	\$ 48.00	\$ 25,920.00
33	Water Service	65	EA	\$ 2,000.00	\$ 130,000.00
34	2" Water Lateral	3	EA	\$ 2,000.00	\$ 6,000.00
35	Fire Hydrants	6	EA	\$ 4,000.00	\$ 24,000.00
36	Temporary Blow Off Valve	4	EA	\$ 1,000.00	\$ 4,000.00
37	8" Resilient Gate Valve	13	EA	\$ 1,550.00	\$ 20,150.00
38	12" Butterfly Valve	4	EA	\$ 3,000.00	\$ 12,000.00
39	Connect to Existing	3	EA	\$ 4,000.00	\$ 12,000.00
40	Water Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 311,030.00
<u>NON-POTABLE WATER</u>					
41	10" Non-potable Water Line (including all appurtenances) (PVC)	2,400	LF	\$ 45.00	\$ 108,000.00
42	10" Resilient Gate Valve	2	EA	\$ 2,500.00	\$ 5,000.00
43	2" NPW Lateral	2	EA	\$ 2,000.00	\$ 4,000.00
44	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Non-Potable Water					\$ 123,000.00
<u>LAKE FILL LINE</u>					
45	24" Lake Fill Line (including all appurtenances) (PVC)	970	LF	\$ 85.00	\$ 82,450.00
46	24" Butterfly Valve	1	EA	\$ 6,000.00	\$ 6,000.00
47	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
48	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
49	Temporary Blow Off Valve	1	EA	\$ 1,000.00	\$ 1,000.00
50	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Lake Fill Line					\$ 99,950.00
<u>DRY UTILITIES</u>					
51	Street Lighting/Joint Trench (including all appurtenances) - lump sum	1	LS	1,200,000.00	\$ 1,200,000.00
Subtotal Dry Utilities					\$ 1,200,000.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 3,057,000.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

October 14, 2024

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 4231; Escrow No. 1214023553

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 1, LLC, a Delaware limited liability company ("**RIDA1**") 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 RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2025, 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 RIDA1 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4231, 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. 2023-1 (River Islands Public Services and Facilities) Annexation No. 13 (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 RIDA1).

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 RIDA1).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA1).

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. 2023-1 (River Islands Public Services and Facilities); (ii) 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); (iii) 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) and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to Improvement Area No. 2 of the River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities 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, 2023-2 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 RIDA1, 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 RIDA1 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 RIDA1.

- 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 **\$55,134.37**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,774.00** multiplied by **14.609** 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

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

(dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); and have confirmation (by telephone or email) from Susan Dell'Osso and 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 Brad Taylor 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 Brad Taylor 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 RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Monica Garcia (mgarcia@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 Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

95330; and (2) Mr. Brad Taylor, 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 Development Area 1, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 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 RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop
 pursuant to Government Code Section 27383

THIRTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
 Community Facilities District No. 2023-1
 (River Islands Public Services and Facilities #2)
 Annexation No. 13

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (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 June 28, 2023 as Document No. 2023-050810 (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.

This Thirteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) 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 April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), 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

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Thirteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7320.

Dated: _____, 2024.

By: _____
Teresa Vargas, City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 13
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 13 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.	Legal Description of Property
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-54 (Por.)	Parcels 3 and 4 of Tract 4235 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on August 22, 2024 in Book 44 of Maps and Plats, at Page 124 as Document Number 2024-070599.

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 13

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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, 2023, 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 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 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, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 1, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-610-54 (Por.)

Property Address: N/A

Legal Description of Property: Parcels 3 and 4 of Tract 4235 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on August 22, 2024 in Book 44 of Maps and Plats, at Page 124 as Document Number 2024-070599.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 1, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 1, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and CI Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor’s Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on a County Assessor’s Parcel map with an assigned County Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Review Process**” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“**Non-Residential Property**” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“**Non-Residential Square Footage**” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“**Proportionately**” means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“**Public Property**” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$132.99 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, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 13

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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, 2023, 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 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 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, 2023, 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.*

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND ENCOMPASSED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN ENCLOSED FINAL MAP ENTITLED TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT 1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) PARCELS AND THE HEREIN DESCRIBED SUBDIVISION AND PLANS 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 BILLBOARD LANE, BLUE CANYON AVENUE, ALDERBROOK STREET AND DANCOCI AVENUE AS SHOWN ON THIS FINAL MAP.
- A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN PILES, WHARVES, CAILES, PILES AND CONDITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE LOT LINES AS INDICATED BY THE SYMBOL ZZZZZZ, AS SHOWN ON THIS FINAL MAP. (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- PARCEL D TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES HERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RECONVEY TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1 AND 26 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ZZZZZZ, AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS FINAL 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 1 THROUGH 3 FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH C FOR LAKE PURPOSES, AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONNECTED TO RIVER ISLANDS PUBLIC FINANCIAL AUTHORITY BY A SEPARATE DOCUMENT SUBMITTED TO THE FILING OF THIS FINAL MAP. SAID PARCELS D, E, F, H, J AND L WILL BE SUBJECT TO A SEPARATE EASEMENT AND SHARED DOCK ACCESS FOR THE BENEFIT OF ADJACENT LAKE FRONT LOTS, TO BE COMPLETED BY A SEPARATE DOCUMENT SUBMITTED TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE THE NON-EXCLUSIVE TAKE OFF PREMISE EASEMENT AND THE TAKE OFF REGULATION PREMISE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE EASEMENTS AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS TAKE OFF PREMISE EASEMENT AND TAKE OFF REGULATION PREMISE EASEMENT. THESE EASEMENTS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCIAL AUTHORITY BY A SEPARATE DOCUMENT SUBMITTED TO THE FILING OF THIS FINAL MAP.

OWNER INTENDS TO SUBMIT THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL NEIGHBOR RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED HEREON APPROPRIATE OR BELONGING TO THE LAND OR SUCH WATER RIGHTS SHALL BE OBTAIN, OBTAINING, LITIGATING, PRESENTING, PRESERVING, ACQUIRED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECOGNITION OF THIS MAP TO SEVER THE NEIGHBOR RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SIGAN BELLOSSO DATE: _____
PRESIDENT

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 2024 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 EXERCISED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT, OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXERCISED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27298.1; DOCUMENT RECORDED IN CONNECTION WITH A CONJUGATE TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

**TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1**



A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS J, K AND L, ACRES 144.841 (24), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2024

CITY CLERKS STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN ENCLOSED MAP ENTITLED TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT 1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, _____, 2024, AND THAT SAID CITY COUNCIL DID DELIBERATE BY RESOLUTION NO. _____, DAILY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECOGNITION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINSTATEMENT OF ACCESS RIGHTS TO LOTS 1 AND 26 ALONG THE STRIP LINES AS INDICATED BY THE SYMBOL ZZZZZZ, FOR THE DEDICATION OF ALL TAKE OFF UTILITY EASEMENTS, DEDICATION IN FEE OF PARCELS D, AND ACCEPTED THE OTHER OF DEDICATION OF BILLBOARD LANE, BLUE CANYON AVENUE, ALDERBROOK STREET AND DANCOCI AVENUE AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.10 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-186194, AND AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022, AS DOCUMENT NUMBER 2022-114643, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022, AS DOCUMENT NUMBER 2022-120261, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.

BY: _____ NAME: _____

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.

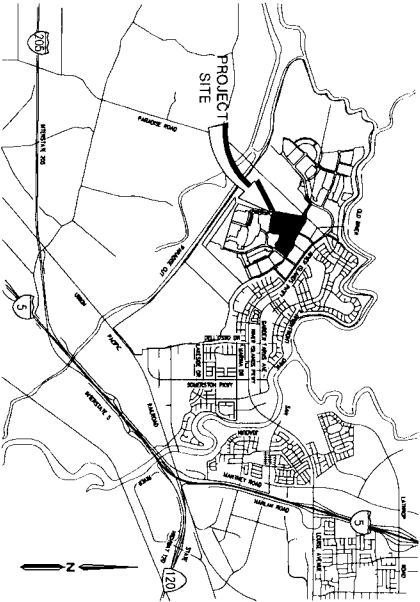
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON 2024 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 EXERCISED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT, OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXERCISED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____



**VICINITY MAP
NOT TO SCALE**

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO THE BEST PRACTICES RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4998.

DATED THIS _____ DAY OF _____, 2024.

REGARD EXHAUSTIVE COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT 1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBMISSION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED IN THE INSTRUMENT TO WHICH THIS FINAL MAP IS ATTACHED. I HAVE REVIEWED THE INSTRUMENT AND THIS FINAL MAP COMPARES 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 THE INSTRUMENT.

DATED THIS _____ DAY OF _____, 2024.

BRAD R. TAYLOR, P.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ M.

IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE \$ _____

BY: _____ ASSISTANT/DEPUTY RECORDER

STEVIE RESTOLARDES
ASSASSOR-RECORD- COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 7

CITY SURVEYORS STATEMENT

I, DARRY A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT 1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLETES CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

DARRY 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 AREA 1, LLC ON MARCH 15, 2024. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND COULD BE THE POSITIONS INDICATED OR ARE OF THAT THEY WILL BE SUFFICIENT TO DEFINE THE SUBDIVISION. THE PRELIMINARY MAP IS THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

DYLAN GRAMBERG, P.L.S. NO. 7788



RECTALS

- RIGHT TO FARM STATEMENT:
 THE CITY OF LATHROP HAS A RIGHT TO FARM POLICY. THE POLICY STATES THAT THOSE WHO 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 NONNANNANCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE GENERALS, PROTECTION OF TREES AND ANIMALS FROM DEPRESSION, AND OTHER ACTIVITIES WHICH MAY BE GENERAL OPERATIONS OF AGRICULTURE. THESE ACTIVITIES ARE NOT NECESSARILY TO BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. YOU MAY BE SUBJECT TO SUCH NONNANNANCE OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOUS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044.5001.01 AND DATED JULY 29, 2015, HAS BEEN PREPARED FOR THIS LATHROP BY ENCO, INCORPORATED, JOSE J. 10001E, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4231, RIVER ISLANDS - PHASE 2, VILLAGE 26 UNIT 1 FINAL MAP CONTAINING 33 RESIDENTIAL LOTS WITH A TOTAL OF 4,566 ACRES, MORE OR LESS, PARCELS 1 THROUGH 3 CONTAINING 4,466 ACRES, MORE OR LESS, PARCELS 4 THROUGH 6 CONTAINING 6,184 ACRES, MORE OR LESS, AND ROADSWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 3,859 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4231 AREA SUMMARY	
LOTS 1 THROUGH 33	4,566 AC.
PARCELS 1 THROUGH 3	4,466 AC.
PARCELS 4 THROUGH 6	6,184 AC.
STREET DEDICATIONS	3,859 AC.
TOTAL	19,075 AC.

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 174023553-LR (VERSION 2), DATED AUGUST 22, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY:

- AS FOLLOWS:
- PARCELS 3 FOR PURPOSES OF LANDSCAPE OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPROVED MONUMENTS HEREIN.

THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5, THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66426 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RELAND ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01066177, S.C.R.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N80°51'9"W	35.36'	L27	S67°59'13"E	112.89'	L33	S35°59'24"E	35.36'	C1	113.00	1512'13"	29.98'
L2	N45°05'19"W	70.55'	L28	S50°16'05"E	25.16'	L34	N92°30'56"E	60.00'	C2	87.00	1512'13"	23.09'
L3	N45°05'19"W	34.00'	L29	S24°35'42"E	5.88'	L35	N45°30'56"E	35.36'	C3	520.00	749'07"	70.96'
L4	N35°54'41"E	11.00'	L30	S48°27'04"E	5.66'	L36	S92°30'35"W	86.00'	C4	100.00	423'40"	74.30'
L5	N54°06'17"W	53.00'	L31	S19°45'55"W	18.00'	L37	S80°24'27"E	57.00'	C5	100.00	563°548"	98.27'
L6	N55°55'39"W	53.00'	L32	N52°50'50"W	58.97'	L38	S78°42'34"E	48.00'	C6	100.00	102°20'43"	178.63'
L7	N65°58'36"W	53.00'	L33	N64°18'48"W	29.56'	L39	S76°27'15"E	48.80'	C7	100.00	7805'02"	136.28'
L8	N62°03'17"W	54.00'	L34	S92°20'36"W	80.00'	L40	S74°15'42"E	49.00'	C8	439.12	1154'58"	91.33'
L9	N65°09'41"W	54.00'	L35	N92°53'56"E	56.00'	L41	S72°05'33"E	49.00'	C9	1139.00	1147'43"	234.46'
L10	N68°16'06"W	54.00'	L36	S80°39'24"E	52.00'	L42	S69°52'04"E	49.00'	C10	100.00	7812'17"	136.49'
L11	N71°22'30"W	54.00'	L37	S80°38'31"E	43.00'	L43	S6740'15"E	49.00'	C11	100.00	4427'07"	71.58'
L12	N74°28'55"W	54.00'	L38	S78°59'23"E	43.00'	L44	S65°28'26"E	49.00'	C12	100.00	6228'17"	21.90'
L13	N77°35'19"W	54.00'	L39	S76°17'32"E	44.00'	L45	S63°16'37"E	49.00'	C13	20.00	6228'17"	21.90'
L14	N80°20'06"W	62.00'	L40	S73°27'49"E	44.00'	L46	S61°04'49"E	49.00'	C14	30.00	2470'31"	12.66'
L15	N63°05'07"W	62.94'	L41	S73°19'49"E	51.61'	L47	S58°53'00"E	49.00'	C15	98.00	2622'13"	45.10'
L16	S80°39'24"E	110.00'	L42	S78°40'35"E	56.62'	L48	S56°30'25"E	57.00'	C16	98.00	2351'22"	40.80'
L17	S80°39'24"E	2.46'	L43	S84°40'31"E	55.62'	L49	S54°19'46"E	60.00'	C17	30.00	2540'23"	13.44'
L18	N82°05'36"E	112.33'	L44	N89°25'09"E	55.32'	L50	S54°05'19"E	34.00'	C18	20.00	6727'35"	23.55'
L19	S39°34'00"W	62.46'	L45	N85°55'35"E	96.41'	L51	N84°05'19"W	70.55'	C19	20.00	6727'35"	23.55'
L20	S86°59'53"W	147.24'	L46	S92°30'36"W	66.78'	L52	N80°54'41"E	903.59'	C20	20.00	6727'35"	23.55'
L21	N82°05'36"E	94.63'	L47	N78°49'26"E	63.22'	L53	N55°54'41"E	136.66'	C21	55.00	9000'00"	86.39'
L22	N87°25'39"E	112.63'	L48	S41°49'46"E	38.95'	L54	N35°54'41"E	70.60'	C22	55.00	9000'00"	86.39'
L23	S80°39'24"E	126.56'	L49	N85°59'53"E	28.04'	L55	N35°54'41"E	136.66'	C23	330.00	337'52"	22.83'
L24	S88°51'41"E	102.21'	L50	N80°39'24"W	87.48'	L56	S5016'05"E	102.22'	C24	980.00	1220'43"	124.97'
L25	S92°03'36"W	74.48'	L51	N54°20'36"E	35.36'	L57	S5016'05"E	20.78'	C25	87.00	1512'13"	23.09'
L26	S80°39'24"E	17.06'	L52	S80°39'24"E	60.00'	L78	S5016'05"E	20.78'	C26	113.00	1512'13"	29.98'

**TRACT 4231
 RIVER ISLANDS - PHASE 2
 VILLAGE 26 UNIT 1**

A PORTION OF RANCHO EL PESCADERO BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



REFERENCES

(R1) TRACT 4235, RIVER ISLANDS - PHASE 2, WEST VILLAGE NORTH, LARGE LOT FINAL MAP, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 124, S.I.C.R. (44 MAP 124)

(R2) TRACT 4205, RIVER ISLANDS - PHASE 2, WOODLANDS EAST, LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.I.C.R. (44 MAP 95)

NOTES

1. SEE SHEET 2 FOR LINE AND CURVE TABLES.

LEGEND

200'00" (R1) MEASURED AND RECORD DATA PER REFERENCE SHEET

(R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2

(M-N) MONUMENT TO MONUMENT

(M-B) MONUMENT TO BOUNDARY

(M-INTX) MONUMENT TO INTERLINE INTERSECTION

(M-CL-INTX) MONUMENT TO BEGINNING OF CURVE

(BC-CL-INTX) BEGIN CURVE TO CENTERLINE INTERSECTION

(I) TOTAL

(B) BOUNDARY

D.N./Z.N. DOCUMENT NUMBER, INSTRUMENT NUMBER

L.C.E. LANE CIRCULATION PRELINE EASEMENT

L.F.E. LANE FILL PRELINE EASEMENT

R.F.E. RIVER FILL PRELINE EASEMENT

P.U.E. PUBLIC UTILITY EASEMENT

S.O.E. STORM DRAIN EASEMENT

W.E. WALL EASEMENT

L1/CT LANE, CURVE

BOUNDARY

LOT LINE OR RIGHT-OF-WAY LINE

EASEMENT LINE

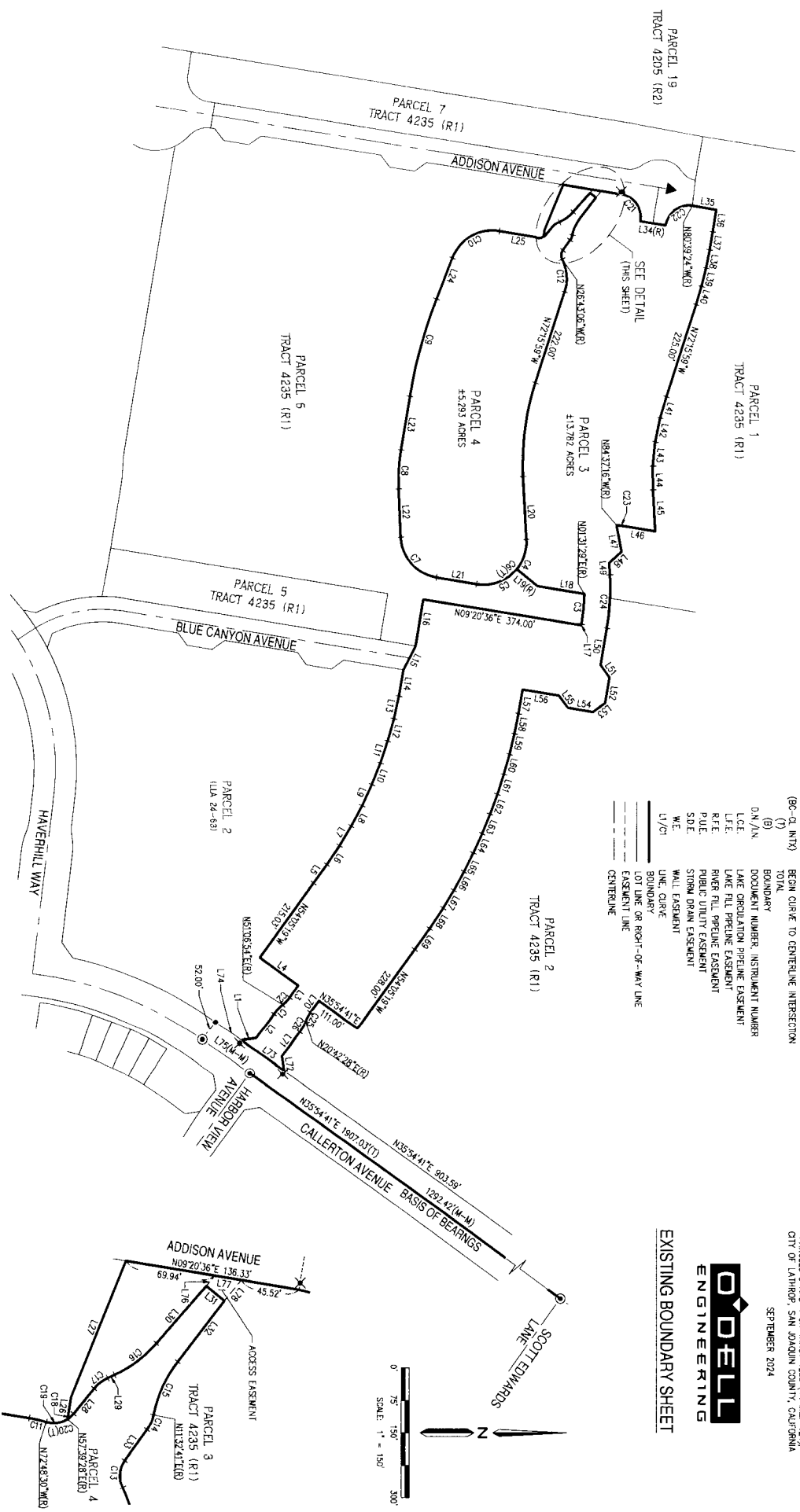
CENTERLINE

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124), CITY OF LANHORN, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



EXISTING BOUNDARY SHEET



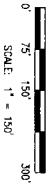
BASIS OF BEARINGS

THE BEARING OF NORTH 35°34'41" EAST ALONG CALLETON AVENUE, AS SHOWN PER TRACT 4235, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, IN PAGE 124, 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.

MONUMENTATION NOTES

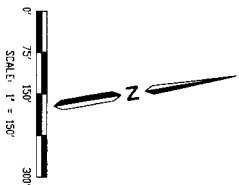
✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG PROPERTY LINE PROJECTION, BEARING N09°20'36"E PERPENDICULAR TO CENTERLINE.

○ FOUND MONUMENT PER (R1)



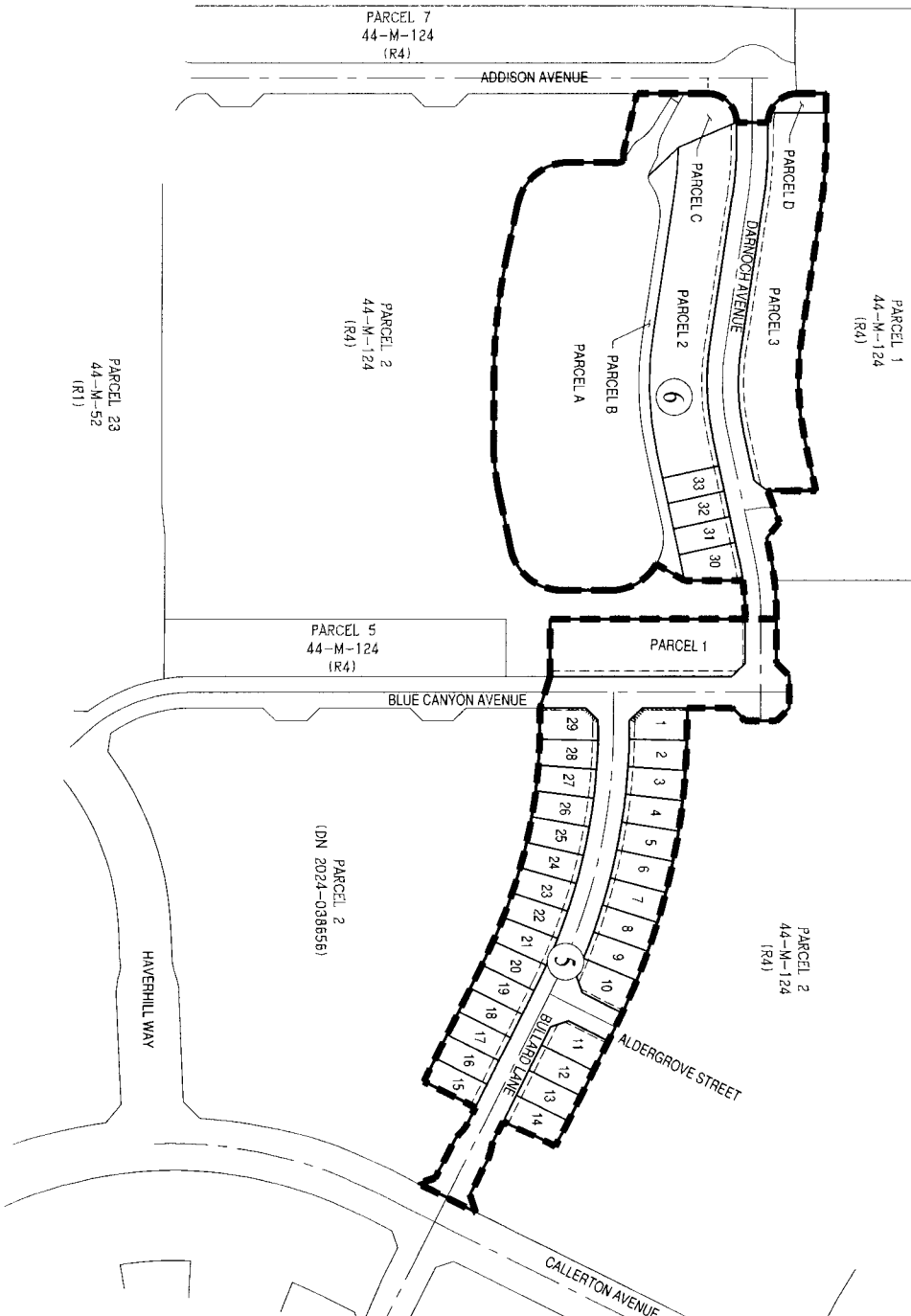
TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF PARCEL 01, RESUBDIVISION, BEING A SUBDIVISION OF PARCELS 1, 2 AND 3, MAP 4231, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA.
 SEPTEMBER 2024

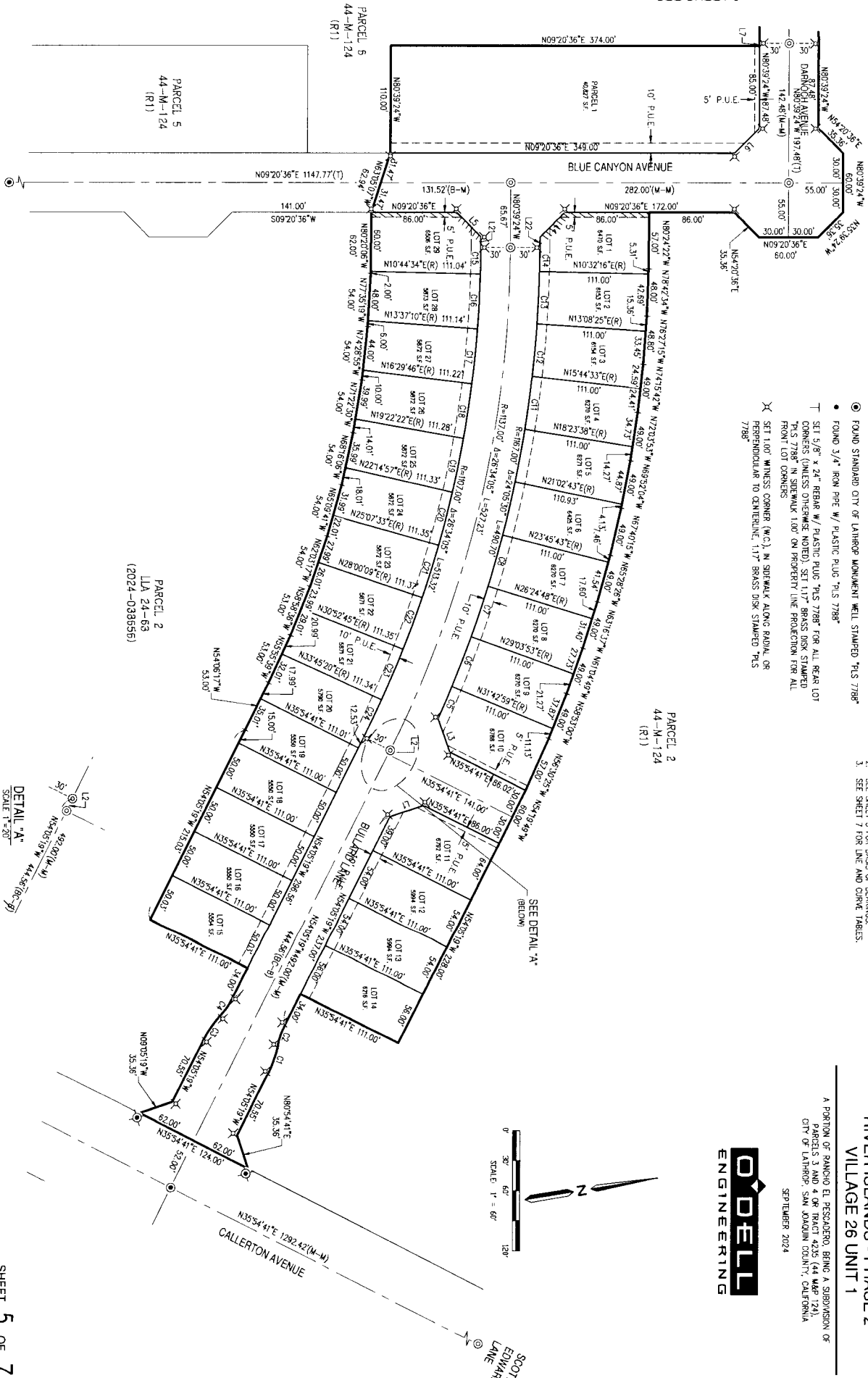


- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR GRASS OR BEARINGS.
 3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

- LEGEND**
- BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - SHEET LIMIT LINE
 - SHEET NUMBER
 - RESTRICTED ACCESS



SEE SHEET 6



MONUMENTATION NOTES

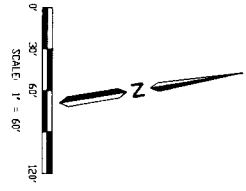
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "115 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "115 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "115 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "115 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "115 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊗ SET 100' WITNESS CORNER (M.C.), IN SIDEWALK ALONG REAR, OR PERPENDICULAR TO CENTERLINE, 117' BRASS DISK STAMPED "115 7788"

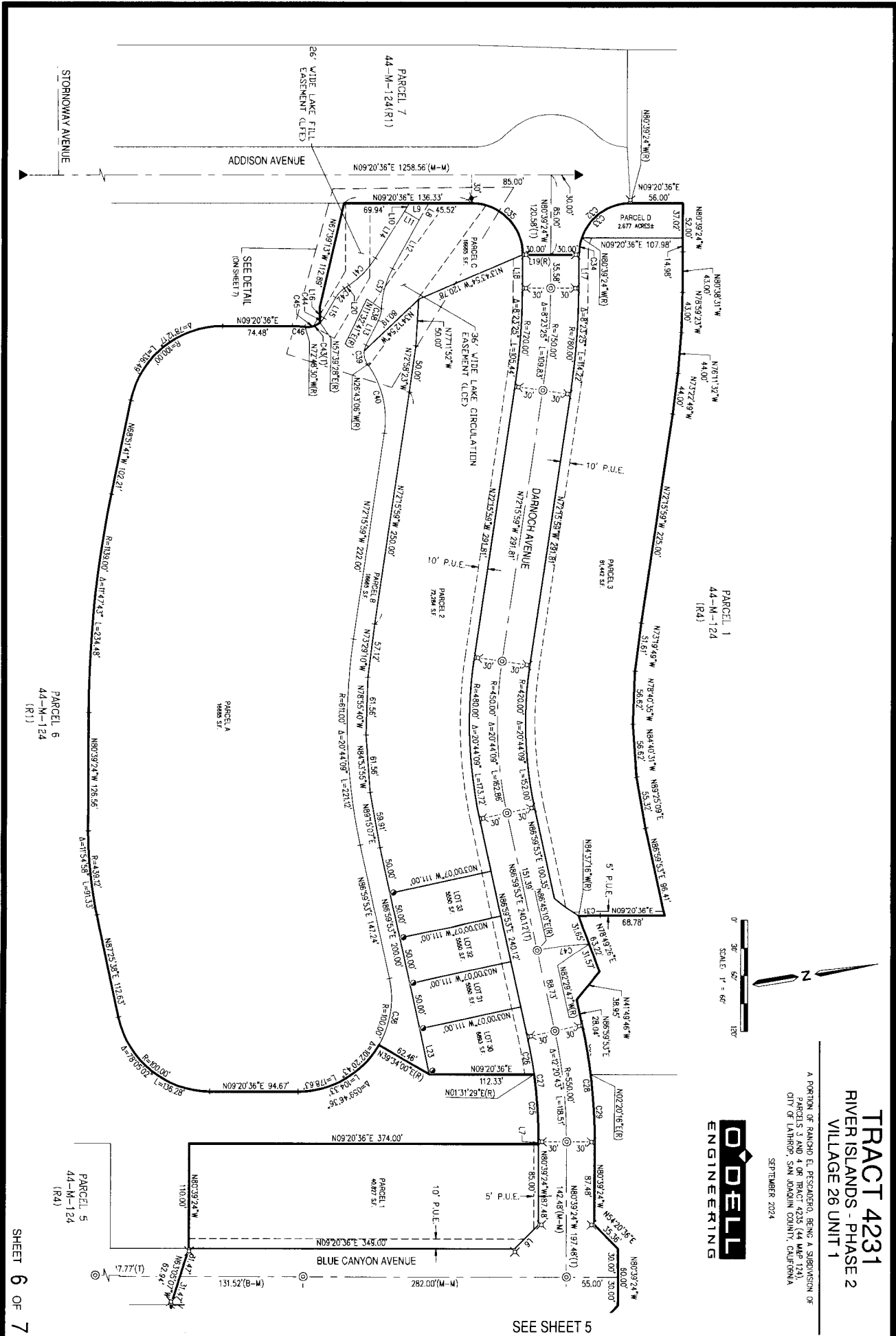
NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BIDS OF REBAR.
3. SEE SHEET 7 FOR EDC AND CONK TABLES.

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESADERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 4235 (44 MAP 124) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024





TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF
 PARCELS 3 AND 4 OF TRACT 4231 (44 MAP 124)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



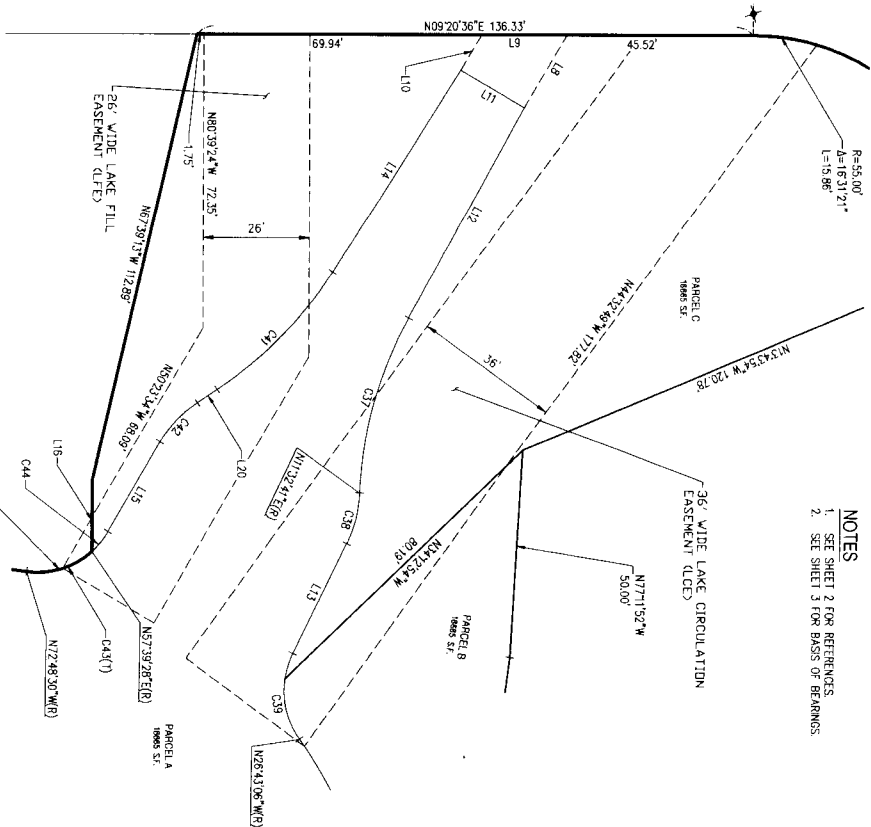
SEE SHEET 5

TRACT 4231
RIVER ISLANDS - PHASE 2
VILLAGE 26 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
 PARCELS 3 AND 4 OF TRACT 4231 (44 MAP 124),
 CITY OF LAHURIP, SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER 2024



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.



DETAIL
 SCALE 1"=20'
 (FROM SHEET 6)

LINE AND CURVE TABLES FOR SHEETS 5 AND 6 ONLY

LINE	DIRECTION	LENGTH
L1	S90°51'01"E	35.36'
L2	S54°05'19"E	4.56'
L3	N7°56'48"E	35.93'
L4	S35°39'24"E	35.95'
L5	N64°20'36"E	35.95'
L6	S35°39'24"E	35.95'
L7	S80°39'24"E	2.46'
L8	S50°16'05"E	20.78'
L9	S9°20'36"W	20.87'
L10	S50°16'05"E	10.22'
L11	S39°43'55"W	18.00'
L12	N52°05'06"W	58.97'
L13	N54°16'48"W	29.56'
L14	S48°27'04"E	58.66'
L15	S50°16'05"E	25.16'
L16	S80°39'24"E	17.06'
L17	N80°39'24"W	35.98'
L18	N80°39'24"W	35.98'
L19	S9°20'36"W	60.00'
L20	S24°35'42"E	5.86'
L21	N80°39'24"W	10.67'
L22	N80°39'24"W	10.67'
L23	N87°24'15"E	50.00'

CURVE	RADIUS	DELTA	LENGTH
C1	113.00	151°21'3"	29.98'
C2	87.00	151°21'3"	23.09'
C3	113.00	151°21'3"	29.98'
C4	87.00	151°21'3"	23.09'
C5	1167.00	143°07'	35.01'
C6	1167.00	239°05'	54.00'
C7	1167.00	239°05'	54.00'
C8	1167.00	239°05'	54.00'
C9	1167.00	242°39'	55.33'
C10	1167.00	239°05'	54.00'
C11	1167.00	239°05'	54.00'
C12	1167.00	236°08'	53.00'
C13	1167.00	236°08'	53.00'
C14	1167.00	111°40'	24.33'
C15	1107.00	123°58'	27.04'
C16	1107.00	252°36'	55.98'
C17	1107.00	252°36'	55.98'
C18	1107.00	252°36'	55.98'
C19	1107.00	252°36'	55.98'
C20	1107.00	252°36'	55.98'

CURVE	RADIUS	DELTA	LENGTH
C21	1107.00	252°36'	55.98'
C22	1107.00	252°36'	55.98'
C23	1107.00	252°36'	55.98'
C24	1107.00	209°21'	41.85'
C25	520.00	748°07'	70.86'
C26	520.00	431°36'	41.08'
C27	520.00	172°43'	112.04'
C28	580.00	172°43'	124.97'
C29	580.00	70°26'	70.92'
C30	580.00	52°02'4"	54.05'
C31	330.00	39°52'	22.83'
C32	55.00	90°00'00"	86.39'
C33	55.00	70°55'23"	68.08'
C34	55.00	18°04'37"	18.31'
C35	55.00	90°00'00"	86.39'
C36	100.00	42°34'07"	74.30'
C37	98.00	28°21'15"	45.10'
C38	30.00	24°10'3"	12.86'
C39	20.00	62°26'17"	21.80'
C40	100.00	44°27'07"	77.58'

CURVE	RADIUS	DELTA	LENGTH
C41	98.00	231°22'	40.80'
C42	30.00	254°02'3"	13.44'
C43	20.00	67°27'35"	23.55'
C44	20.00	17°55'33"	6.28'
C45	20.00	49°32'07"	17.29'
C46	100.00	75°07'54"	13.70'
C47	300.00	104°5'03"	56.29'

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**CITY MANAGER’S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 77 LOTS IN TRACT 4237 VILLAGE 25 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4237 Village 25 within the West Village District, Totaling 77 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC**



SUMMARY:

The proposed Final Map for Tract 4237 Village 25 (Tract 4237), included as Attachment “E”, is within the West Village District of Phase 2 for the River Islands Project. Tract 4237 will be the first tract map within the Village 25 area. River Islands Development Area 1, LLC (River Islands) is proposing seventy-seven (77) residential lots. A Vicinity Map is included as Attachment “B”.

Staff recommends City Council approve the proposed Final Map for Tract 4237, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment “D”, and a Subdivision Improvement Agreement (SIA), included as Attachment “C”, with River Islands Development Area 1, LLC, by Resolution, included as Attachment “A”.

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On August 12, 2024, City Council approved a LLM Tract 4235 to create 8 undevelopable parcels. On December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. The land for the proposed Final Map for Tract 4237 is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements. Construction of the public improvements associated with Tract 4237 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4237 that guarantee the unfinished improvements for Village 25 as detailed in Table 1.

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR 77 LOTS IN TRACT 4237 VILLAGE 25 WITHIN WEST
VILLAGE DISTRICT OF RIVER ISLANDS

Table 1 – Bond Values

Unfinished Improvement Total:	\$516,612
Performance Security (110% of Unfinished Improvements) Bond No. 0844469	\$568,273
Labor & Materials Security (50% of Performance Security) Bond No. 0844469	\$284,137

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4237.

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Tract 4237 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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	Received
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed

**OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
 AGREEMENT FOR 77 LOTS IN TRACT 4237 VILLAGE 25 WITHIN WEST
 VILLAGE DISTRICT OF RIVER ISLANDS**

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 4237 Village 25 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval
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:

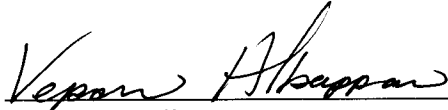
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4237 Village 25 within the West Village District, Totaling 77 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- B. Vicinity Map – Tract 4237 Village 25
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4237 Village 25
- D. Escrow Instructions for Final Map Tract 4237 Village 25
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment “D”)
- E. Final Map – Tract 4237 Village 25

CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR 77 LOTS IN TRACT 4237 VILLAGE 25 WITHIN WEST
VILLAGE DISTRICT OF RIVER ISLANDS

APPROVALS



Veronica Albarran
Junior Engineer

09/18/2024

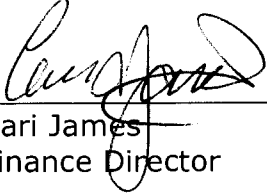
Date



Brad Taylor
City Engineer

9/18/2024

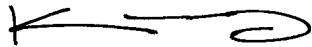
Date



Cari James
Finance Director

9/24/2024

Date



Michael King
Assistant City Manager

9.20.2024

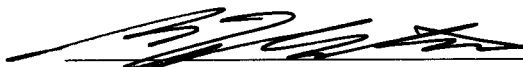
Date



Salvador Navarrete
City Attorney

9-23-2024

Date



Stephen Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4237 VILLAGE 25 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 77 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on August 12, 2024, City Council approved a LLM Tract 4235 to create 8 undevelopable parcels; and

WHEREAS, on December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4237 Village 25 (Tract 4237) is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, River Islands Development Area 1, LLC (River Islands), provided performance and labor & material securities with the SIA for Tract 4237 that guarantee the unfinished improvements for Tract 4237 in the amount as follows:

Unfinished Improvement Total:	\$516,612
Performance Security (110% of Unfinished Improvements) Bond No. 0844469	\$568,273
Labor & Materials Security (50% of Performance Security) Bond No. 0844469	\$284,137

; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4237; and

WHEREAS, potential 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, Tract 4237 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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 4237 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the October 14, 2024 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the October 14, 2024 staff report.
3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the October 14, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RIVER ISLANDS
HIGH SCHOOL

VILLAGE 3

VILLAGE EE

VILLAGE
2

VILLAGE 27

LAKE 21

CALLETON AVENUE

RIVER ISLANDS PARKWAY

VILLAGE 26

VILLAGE 28

LAKE 22

VILLAGE 26

VILLAGE
44

FUTURE
PARADISE CUT
VILLAGE CENTER

FUTURE
DEL WEBB

FUTURE
SCHOOL SITE

FUTURE
DEL WEBB

HAYERMILL WAY

TRACT 4237

TRACT 4155
DEL WEBB
UNIT 1

VILLAGE 41

VILLAGE 40

LAKE 24

VILLAGE 40

VILLAGE 42

FUTURE
DEL WEBB

CALLETON AVENUE

FUTURE
DEL WEBB

TRACT 4221
DEL WEBB
UNIT 2

VILLAGE 30

VILLAGE 33

CAMBAY PARKWAY

VILLAGE 31

VILLAGE 32



ATTACHMENT "B"
TRACT 4237
VILLAGE 25
VICINITY MAP
SEPTEMBER 2024

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT AREA 1, LLC,
DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4237 VILLAGE 25 77 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **14th day of October 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 1, 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 4237 Village 25 (Tract 4237). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4237 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided for Village 25 by SUBDIVIDER that guarantee the unfinished improvements for Tract 4237, in the amount shown in Table 1 of this agreement.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, Tract 4231 and this Agreement.

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4155 SIA for the use of

temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, Tract 4231, and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4237 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 4237. Improvement plans, and street light plans 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 4237 are required security as outlined in 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 West Village - Village 25 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 as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4237, or October 14, 2025, whichever comes first.

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 West Village - Village 25 entire area 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, or 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 4237 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values
Tract 4237 Improvements

Tract 4237 Improvements	
Unfinished Improvement Total:	\$516,612
Performance Bond (Bond No. 0844469)	\$568,273
Labor & Materials Bond (Bond No. 0844469)	\$284,137

9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, Tract 4231, and this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City’s Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4173, Tract 4189, Tract 4221, Tract 4231, and this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 4237.

22. 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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4237 Village 25

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 4237 VILLAGE 25
EXHIBIT B TRACT 4237 VILLAGE 25 AREA
EXHIBIT C CITY INSURANCE REQUIREMENTS
EXHIBIT D WEST VILLAGE - VILLAGE 25 UNFINISHED IMPROVEMENTS AND FULL
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4237 Village 25

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of October 2024, at Lathrop, California.


ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____
Salvador Navarrete Date
City Attorney 9-23-2024

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4237 Village 25

SUBDIVIDER

River Islands Development Area 1, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4237 Village 25

EXHIBIT "A"

FINAL MAP - TRACT 4237 VILLAGE 25

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMPLOYED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, PARCEL 4237, RIVER ISLANDS-PHASE 2, VILLAGE 25 FINAL MAP, CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

- 1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS SCHOOL LANE, SALISBURY STREET, SIGNATURE LANE, ST. JAMES LANE AND CORAL TREE LANE, AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS P.U.T. (PUBLIC UTILITY EASEMENT), THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.

1. PARCELS A THROUGH D TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.
THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL BUILDERS RIGHT OF ACCESS TO LOTS 5, 26, 53, 56, 57, 60, 61, 64, 65, 68, 69, 72, 73, AND 77 ALONG THE LOT LINES AS INDICATED BY THE STRIPS //, AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.
THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 FOR FUTURE DEVELOPMENT.
OWNER INTENDS TO SUBDUDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL PERMANENT RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE PERMANENT, OVERFLOW, UTILITY, PERCOLATING, PRESERVATIVE, ADJUDICATED, STATUTORY OR CONVEYED. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE PERMANENT RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER, RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: SUSAN BELLISSO DATE
RESIDENT
DATED THIS DAY OF 2024.
NAME:
ADDRESS:
CITY:
STATE:
COUNTY:
ZIP:
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
2024, BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I/S/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 ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:
EXEMPT FROM FEE PER GOVERNMENT CODE 27298.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

TRACT 4237 RIVER ISLANDS - PHASE 2 VILLAGE 25 FINAL MAP



A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4148 (44 MAP 57) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2024

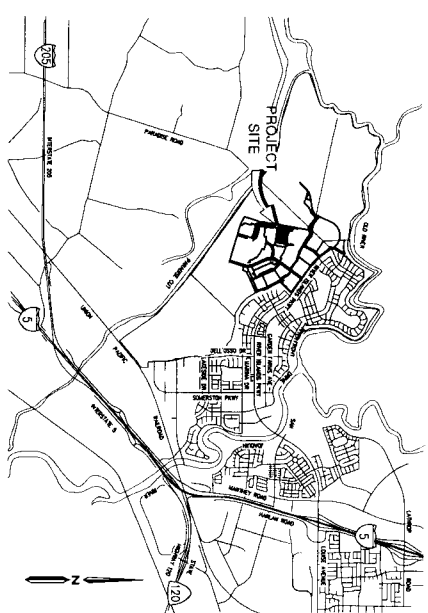
CITY CLERK'S STATEMENT

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 "PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP, CITY OF LATHROP, CALIFORNIA" WAS PRESENTED TO SAID CITY COUNCIL AND WAS APPROVED BY SAID CITY COUNCIL ON THE DAY OF 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE ALIENATION OF ACCESS RIGHTS TO LOTS 5, 26, 53, 56, 57, 60, 61, 64, 65, 68, 69, 72, 73, AND 77 ALONG THE LOT LINES AS INDICATED BY THE STRIPS //, THE DEDICATION IN FEE OF PUBLIC UTILITY THROUGH THE CITY OF LATHROP OF THE BOUNDARY RIGHTS, THE DEDICATION IN FEE OF PUBLIC UTILITY LANE, ST. JAMES LANE AND CORAL TREE LANE, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE. ALSO PURSUANT TO SECTION 66464(f) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-45992, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.
I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
2024, BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I/S/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 ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO KESTING TENTATIVE MAP NO. 5716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 27-4908.
DATED THIS DAY OF 2024.
RICARDO CASARETO COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. YATOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "PARCEL 4237, RIVER ISLANDS-PHASE 2, VILLAGE 25 FINAL MAP," CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS PREPARED ON THE TESTING TEXTIVE MAP NO. 5716, AND ANY APPROVED ALTERATIONS THEREOF. I HAVE THEREUPON ADVISED THE CITY ENGINEER OF THE CITY OF LATHROP, AND ANY ALTERNATIONS THEREON, APPLICABLE AT THE TIME OF APPROVAL OF KESTING TENTATIVE MAP.
DATED THIS DAY OF 2024.



RECORDERS STATEMENT

BRAD R. YATOR, RFE 98823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA
FILED THIS DAY OF 2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, IN BOOK AT PAGE.
FEE: \$
BY: ASSISTANT/DEPUTY RECORDER
STEVE BERTOLARDES
ASSessor-Recorder-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4237 RIVER ISLANDS - PHASE 2 VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL PASADERO BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



SEPTEMBER 2024

REFERENCES

- (R1) PARCEL 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.U.C.R. (44 MAP 52)
- (R2) PARCEL 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 67, S.U.C.R. (44 MAP 67)
- (R3) 23-02-PUL, RIVER ISLANDS-PHASE 2, WEST VILLAGE PARCEL MAP FILED DECEMBER 5, 2023, IN BOOK 77 OF MAPS AND PLATS, PAGE 81, S.U.C.R. (27 MAP 81)
- (R4) PARCEL 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 124, S.U.C.R. (44 MAP 124)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECALVED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LONG BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-010646177, S.U.C.R.

CITY SURVEYORS STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP, CITY OF LATHROP, CALIFORNIA, AND THAT I AM A LICENSED SURVEYOR UNDER CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS MANDATED AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2024.

DARRYL A. ALEXANDER, P.L.S. NO. 5071
AGING 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 APRIL 14, 2024. I HEREBY STATE ALL MEASUREMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY ARE CORRECT AS SHOWN ON THE MAP DATED FEBRUARY 2023, AND THAT THE WORKMENTS HEREON OR THAT THEY WILL BE SUBJECT TO A REVISION TO AVOID CONFLICTS WITH THE FINAL MAP SUBSTANTIALLY CONCERNS TO THE CONDITIONALLY APPROVED YESING TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2024.



DONALD GRAMMER, P.L.S. NO. 7788

RECITALS

- RIGHT TO LAW STATEMENT: 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 INVOLVE CHEMICAL FERTILIZERS AND PESTICIDES, YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO AGRICULTURAL OPERATIONS THAT INVOLVE THE USE OF FERTILIZERS, PESTICIDES, CHEMICALS AND RESIDUES, AND OTHER DANGEROUS MATERIALS, INCLUDING THE USE OF AGRICULTURAL MACHINERY, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARKING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH 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 TAKE APPROPRIATE PRECAUTIONS OR DISCOUNT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURAL AREA.
- A SOIL REPORT ENTITLED "GEOTECHNICAL EVALUATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOTTE, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP, CONTAINS 77 RESIDENTIAL LOTS WITH A TOTAL AREA OF 12,699 ACRES, MORE OR LESS, PARCEL 4 THROUGH D CONTAINING A TOTAL OF 3,293 ACRES, MORE OR LESS, AND PARCEL 1 THROUGH F CONTAINING A TOTAL OF 1,827 ACRES, MORE OR LESS. THE TOTAL AREA OF THIS FINAL MAP WHICH INCLUDE 3,660 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

PARCEL 4237 AREA SUMMARY	
LOTS 1 THROUGH 77	12,699 AC.
PARCELS A THROUGH D	3,293 AC.
PARCEL 1	18,279 AC.
STREET DEDICATIONS	3,660 AC.
TOTAL	35,872 AC.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE #	DIRECTION	LENGTH
L1	N67°39'13"W	112.89
L2	N80°39'24"W	17.06'
L3	N92°03'6"E	74.48'
L4	N68°51'41"W	102.21'
L5	N80°39'24"W	126.56'
L6	N87°25'38"E	112.63'
L7	N92°03'6"E	94.67'
L8	N39°34'00"E	62.46'
L9	N87°25'38"E	112.33'
L10	N80°39'24"W	2.48'
L11	N80°39'24"W	110.00'
L12	N92°03'6"E	84.00'
L13	N80°39'24"W	110.00'
L14	N92°03'6"E	9.83'
L15	N54°20'36"E	35.36'
L16	N92°03'6"E	60.00'
L17	N35°39'24"W	35.36'
L18	N54°20'36"E	35.36'
L19	N92°03'6"E	60.00'
L20	N35°39'24"W	35.36'
L21	N80°39'24"W	60.00'
L22	N92°03'6"E	18.07'
L23	N81°23'08"W	55.70'
L24	N17°06'14"E	182.74'
L25	N87°39'24"W	105.00'

LINE #	DIRECTION	LENGTH
L26	N84°09'16"W	80.11'
L27	N92°03'6"E	30.00'
L28	N24°05'31"W	65.00'
L29	N83°09'25"W	417.00'
L30	N25°54'41"E	136.80'
L31	N87°18'25"W	75.12'
L32	N83°55'45"W	84.96'
L33	N83°54'19"W	64.00'
L34	N85°18'54"W	64.00'
L35	N88°00'48"W	64.00'
L36	N89°21'18"E	64.00'
L37	N1°27'29"W	111.00'
L38	N88°22'11"E	85.76'
L39	N1°43'13"E	61.39'
L40	N88°46'21"E	77.83'
L41	N80°39'24"W	80.00'
L42	N92°03'6"E	60.00'
L43	N81°17'05"W	32.56'

CURVE #	RADIUS	DELTA	LENGTH
C1	20.00'	49°32'02"	17.29'
C2	100.00'	7°50'54"	13.70'
C3	100.00'	78°12'17"	136.48'
C4	1139.00'	1°14'43"	234.48'
C5	409.12'	11°54'58"	91.33'
C6	100.00'	78°05'02"	136.28'
C7	100.00'	59°46'56"	104.33'
C8	520.00'	7°49'07"	70.96'
C9	105.00'	23°21'19"	42.83'
C10	54.00'	58°06'33"	54.77'
C11	55.00'	89°16'16"	85.69'
C12	47.00'	46°34'03"	38.20'
C13	65.00'	93°08'06"	105.66'
C14	47.00'	46°34'03"	38.20'
C15	55.00'	90°00'00"	86.39'
C16	55.00'	90°00'00"	86.39'
C17	300.00'	42°19'19"	221.60'
C18	54.00'	36°59'07"	34.39'

LINE #	DIRECTION
(R1)	N67°39'28"E
(R2)	N72°48'30"W
(R3)	N1°31'29"E
(R4)	N64°36'22"E
(R5)	N41°14'00"E
(R6)	N52°46'33"E
(R7)	N80°39'24"W
(R8)	N22°32'51"W
(R9)	N69°01'57"W
(R10)	N6°59'46"E
(R11)	N69°47'28"W
(R12)	N62°14'51"E
(R13)	N27°53'29"W
(R14)	N72°32'53"W

LEGEND

200.00' (R) MEASURED AND RECORD DATA PER REFERENCE SHOWN

(M) DENOTES REFERENCE (R) - SEE REFERENCE LIST ON SHEET 2

(M-B) MONUMENT TO MONUMENT

(B) MONUMENT TO BOUNDARY

(B) BOUNDARY

(R) RADIAL BEARING

(T) TOTAL

P.U.E. PUBLIC UTILITY EASEMENT

W.E. WALL EASEMENT

D.N. DONOR

L1/C1 RECORDED DOCUMENT NUMBER SAN JOAQUIN COUNTY RECORDER

BOUNDARY

LOT LINE OR RIGHT-OF-WAY LINE

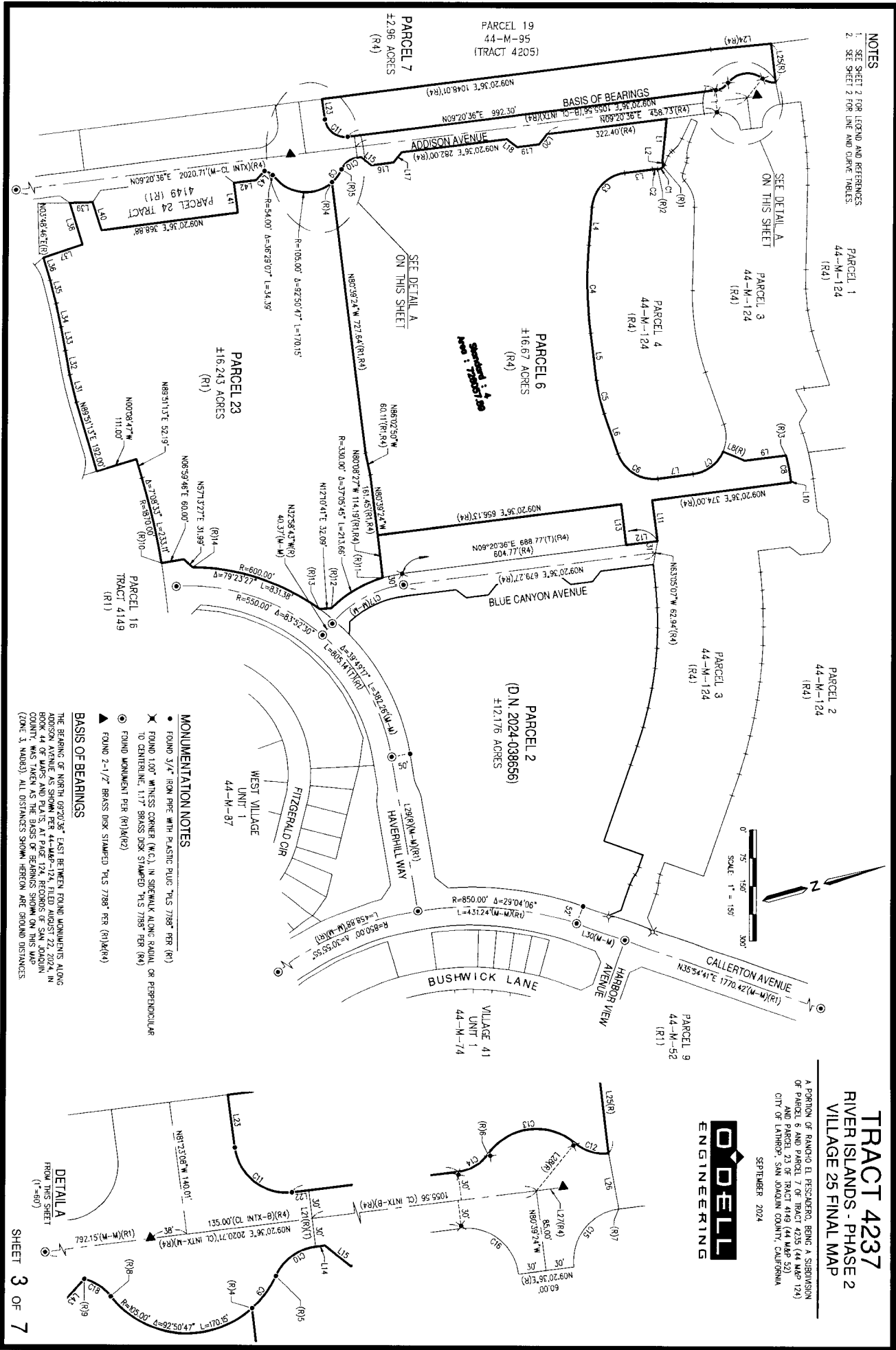
EASEMENT LINE

CENTRALINE

RESTRICTED ACCESS

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 121-423520-1R (VERSION 1), DATED AUGUST 20, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

NOTES
 1. SEE SHEET 2 FOR LEGEND AND REFERENCES
 2. SEE SHEET 2 FOR LINE AND CURVE TABLES



PARCEL 1
 44-M-124
 (R4)
 18.4

PARCEL 2
 44-M-124
 (R4)
 112.176

PARCEL 3
 44-M-124
 (R4)
 18.4

PARCEL 4
 44-M-124
 (R4)
 18.4

PARCEL 6
 116.67
 ACRES
 (R4)

PARCEL 7
 12.96
 ACRES
 (R4)

PARCEL 9
 44-M-52
 (R1)
 18.1

PARCEL 23
 116.243
 ACRES
 (R1)

PARCEL 2
 (D.N. 2024-038656)
 112.176
 ACRES



TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 9 AND PARCEL 23 OF TRACT 418 (44-M-124) AND PARCEL 23 OF TRACT 419 (44-M-52) IN SAN JOAQUIN COUNTY, CALIFORNIA

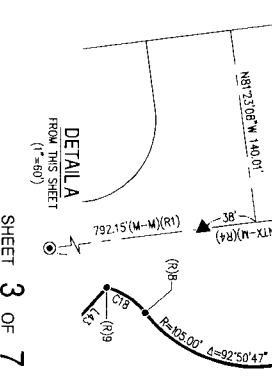
SEPTEMBER 2024

MONUMENTATION NOTES

- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- FOUND 100" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTRALINE, 117" BRASS DISK STAMPED "PLS 7788" PER (R4)
- FOUND MONUMENT PER (R1)(R2)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)(R4)

BASIS OF BEARINGS

THE BEARING OF NORTH 09°33'38" EAST BEING FOUND MONUMENTS ALONG ADDISON AVENUE AND PARCEL 23. A PLASTIC PLUG WITH 3/4" IRON PIPE IN BOOK 44 OF MAPS AND PLATS, AT PAGE 124, 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 4237

RIVER ISLANDS - PHASE 2

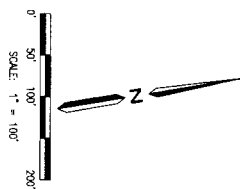
VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 52) AND PARCEL 23 OF TRACT 4149 (44 MAP 124) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

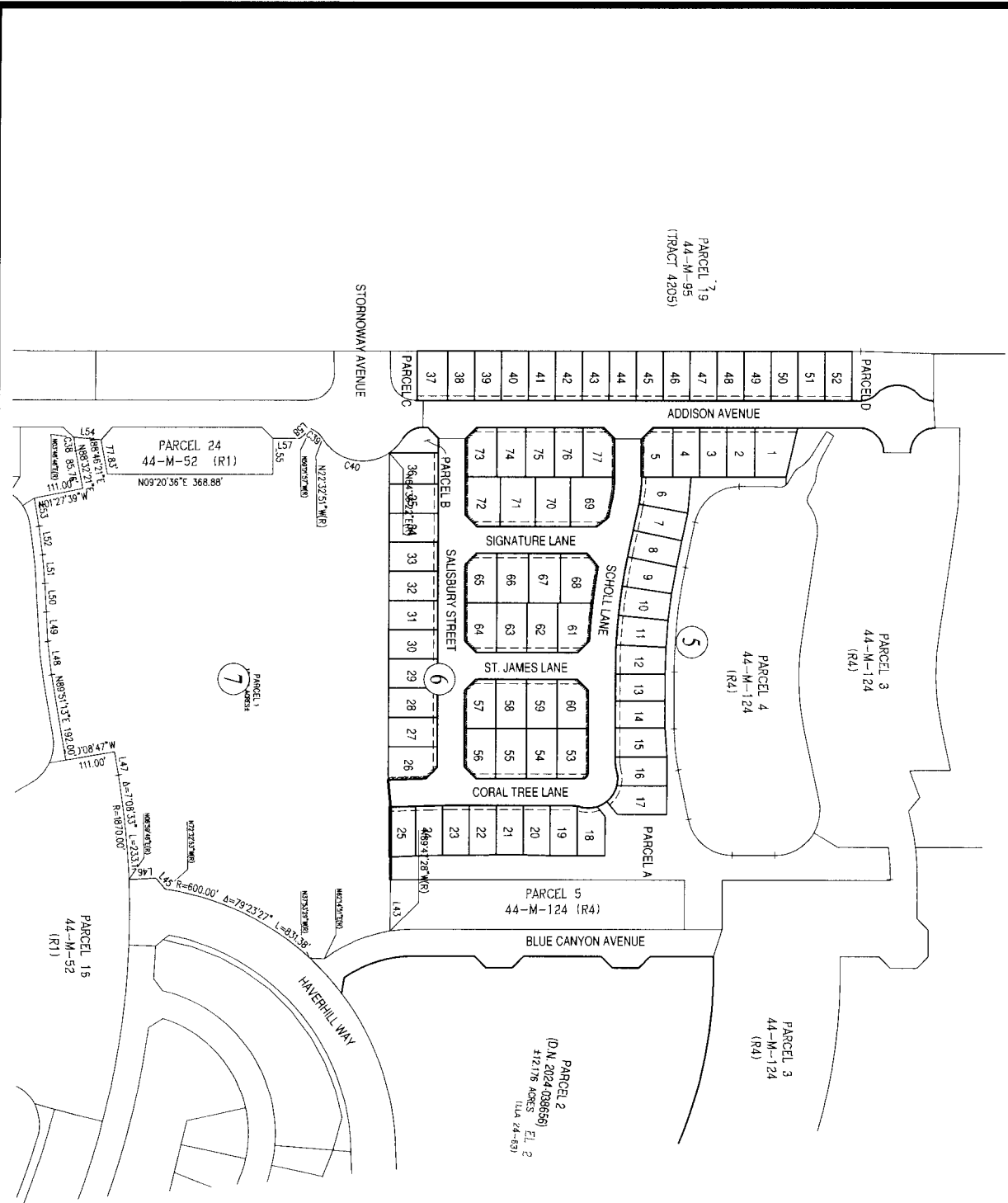


SHEET INDEX

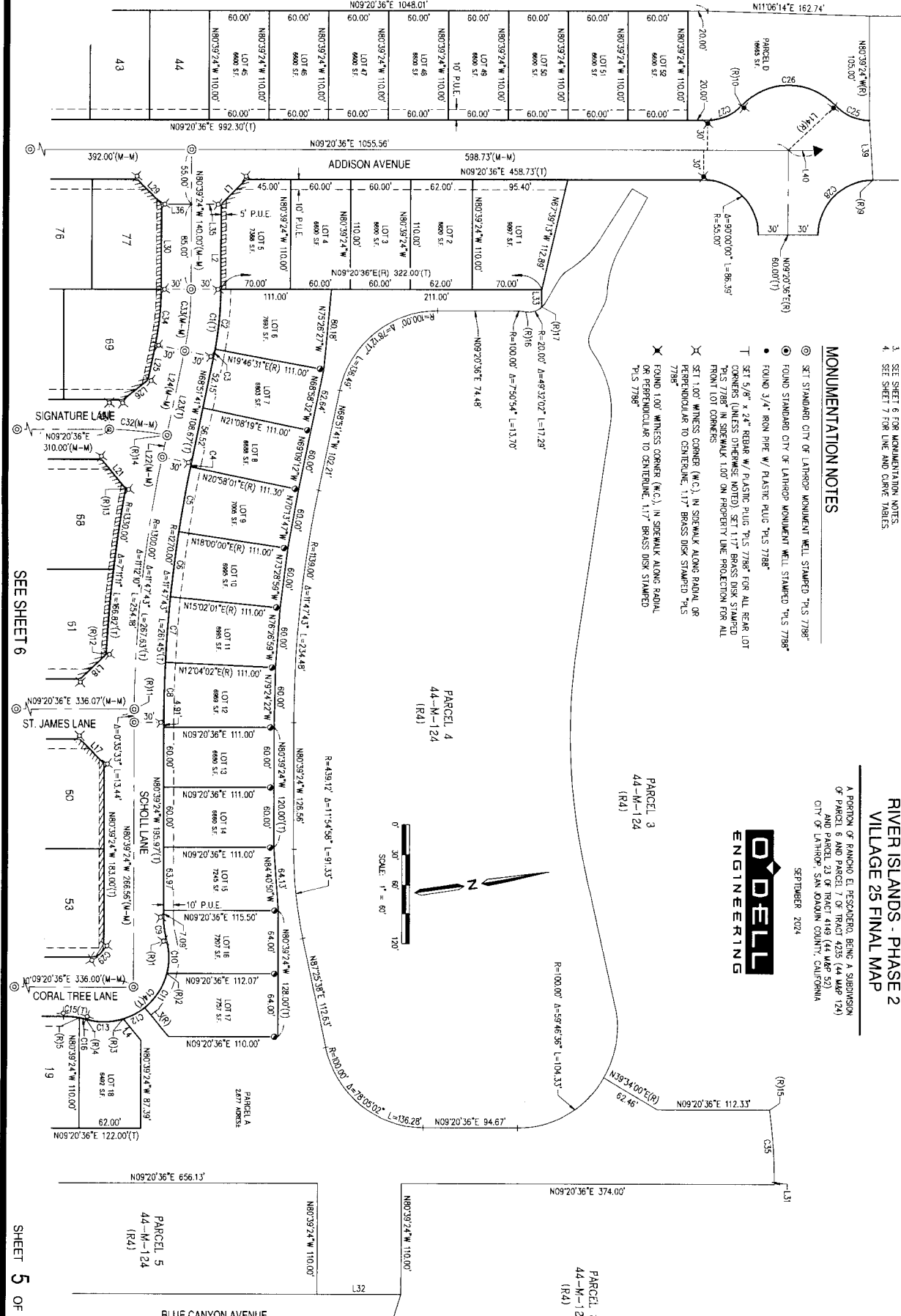


- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

- LEGEND**
- BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - SHEET LIMIT LINE
 - SHEET NUMBER
 - (5) RESTRICTED ACCESS



PARCEL 19
44-M-95
(TRACT 4205)



PARCEL 1
44-M-124
(R4)

PARCEL 4
44-M-124
(R4)

PARCEL 3
44-M-124
(R4)

PARCEL 5
44-M-124
(R4)

- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 6 FOR MONUMENTATION NOTES.
 4. SEE SHEET 7 FOR LINE AND CURVE TABLES.

MONUMENTATION NOTES

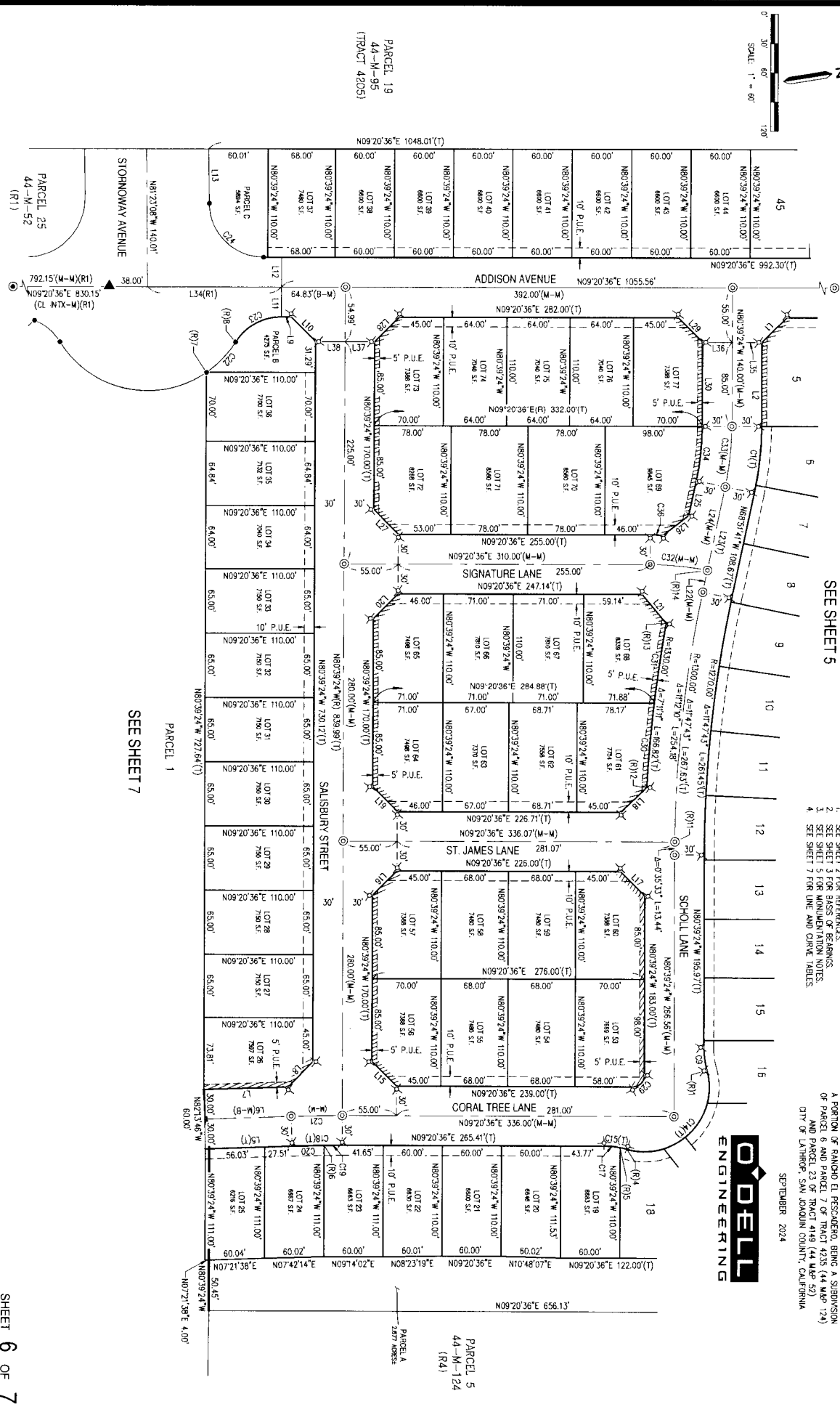
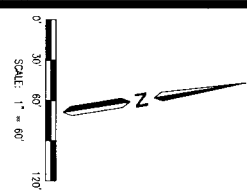
- ⊙ SET STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "S 7788"
- ⊙ FOUND STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "S 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "S 7788"
- ⊙ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "S 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "S 7788" ON FRONT PLANK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ✕ SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "S 7788"
- ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "S 7788"

ODELL
ENGINEERING

A PORTION OF PARCEL 4, RESUBDIVISION BEING A SUBDIVISION OF PARCEL 4 AND PARCEL 2, TRACT 4237, 44-M-124 (R4) OF PARCEL 2512, TRACT 4237, 44-M-124 (R4) CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2024

SEE SHEET 6

SHEET 5 OF 7



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF REPARMS.
 3. SEE SHEET 4 FOR BASIS OF REPARMS.
 4. SEE SHEET 5 FOR DIMENSION AND AREA NOTES.
 5. SEE SHEET 7 FOR CURB AND DRIVE INDICES.



A PORTION OF PARCEL EL PESCOADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4237 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

PARCEL 19
 44-M-95
 (TRACT 4205)

PARCEL 25
 44-M-52
 (R1)

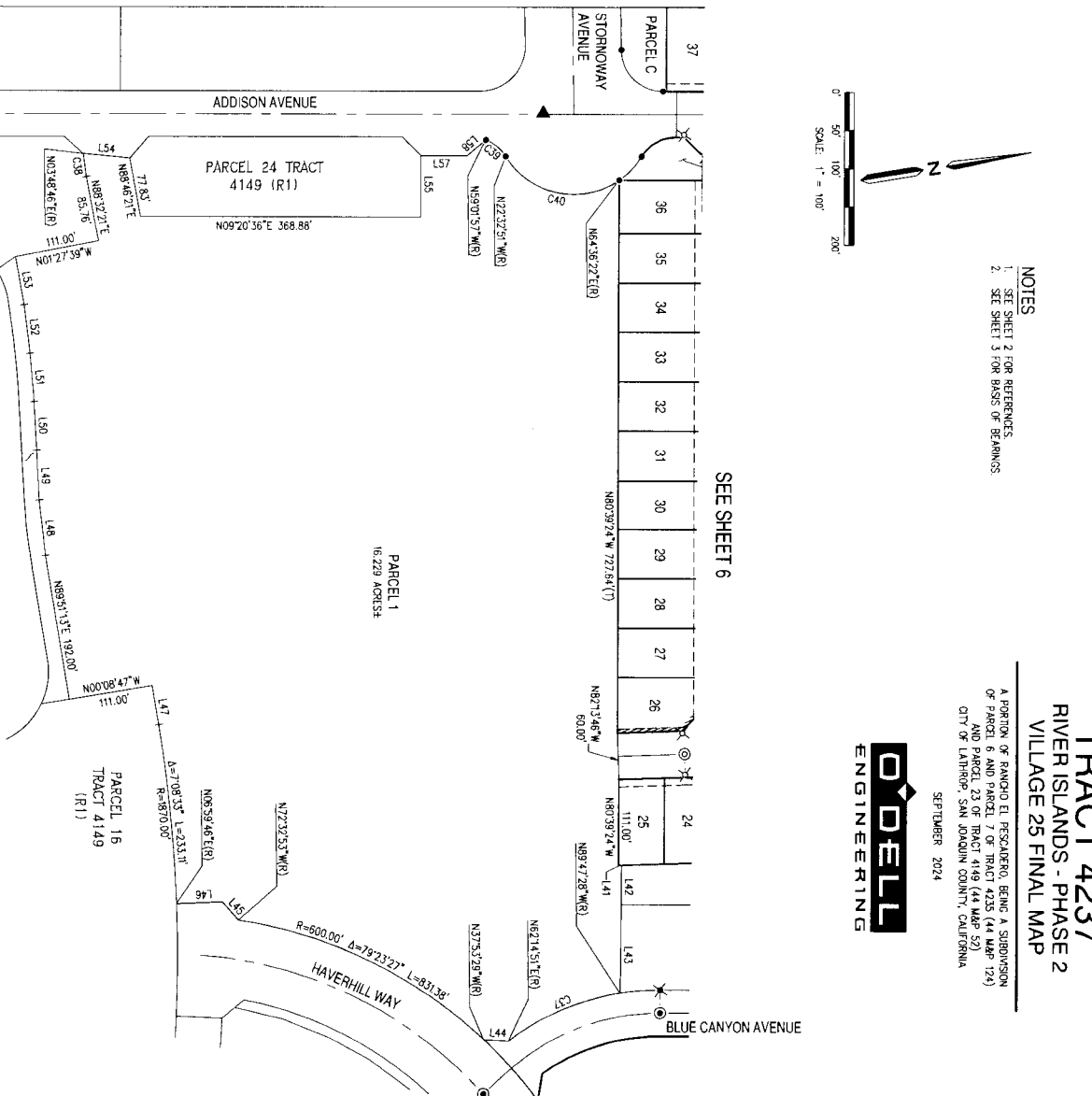
PARCEL 5
 44-M-124
 (R4)

SEE SHEET 5

SEE SHEET 7

LINE AND CURVE TABLES FOR SHEETS 5 AND 6 ONLY

LINE TABLE		LINE TABLE		CURVE TABLE					
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N65°39'24"W	35.96	L46	N6°59'46"E	60.00	C1	330.00'	114°24'4"	67.94'
L2	N60°39'24"W	65.00	L47	N89°51'13"E	52.19'	C2	330.00'	10°25'55"	60.98'
L3	N60°08'51"E	38.14'	L48	N87°18'26"W	75.12'	C3	330.00'	1°21'49"	7.85'
L4	N60°08'51"E	28.06'	L49	N87°55'45"W	64.96'	C4	1270.00'	0°10'19"	3.81'
L5	N7°21'38"E	83.54'	L50	N87°54'19"W	64.00'	C5	1270.00'	2°58'01"	65.76'
L6	N7°21'38"E	85.33'	L51	N85°18'54"W	64.00'	C6	1270.00'	2°57'59"	65.75'
L7	N7°21'38"E	85.07'	L52	N86°00'48"W	64.00'	C7	1270.00'	2°57'59"	65.75'
L8	N68°39'33"W	35.96'	L53	N89°21'18"E	64.00'	C8	1270.00'	2°43'26"	60.97'
L9	N9°20'36"E	9.83'	L54	N1°45'13"E	61.39'	C9	87.00'	15°28'05"	23.44'
L10	N60°39'24"W	35.96'	L55	N80°39'24"W	60.00'	C10	65.50'	2°35'15"	34.14'
L11	N60°39'24"W	30.00'	L57	N8°20'36"E	60.00'	C11	65.50'	38°22'25"	41.58'
L12	N60°39'24"W	30.00'	L58	N31°17'65"W	32.56'	C12	65.50'	21°29'40"	24.57'
L13	N61°29'09"W	55.70'				C13	65.50'	33°08'09"	37.86'
L14	N4°05'21"W	65.00'				C14	65.50'	120°52'10"	138.18'
L15	N54°20'39"E	35.96'				C15	87.00'	15°26'05"	23.44'
L16	N65°39'24"W	35.96'				C16	87.00'	4°40'52"	7.11'
L17	N54°20'39"E	35.96'				C17	87.00'	10°45'13"	16.33'
L18	N44°27'05"W	36.09'				C18	1470.00'	1°58'58"	50.87'
L19	N54°20'39"E	35.96'				C19	1470.00'	0°42'55"	18.35'
L20	N65°39'24"W	35.96'				C20	1470.00'	1°56'05"	32.52'
L21	N59°24'40"E	38.34'				C21	1500.00'	1°56'58"	51.91'
L22	N89°51'41"W	22.51'				C22	105.00'	23°22'19"	42.83'
L23	N89°51'41"W	108.67'				C23	54.00'	58°08'33"	54.77'
L24	N89°51'41"W	86.16'				C24	55.00'	89°16'16"	85.89'
L25	N89°51'41"W	35.97'				C25	47.00'	46°34'03"	38.20'
L26	N68°35'26"W	32.32'				C26	65.00'	33°08'06"	105.65'
L27	N54°20'39"E	35.96'				C27	47.00'	46°34'03"	38.20'
L28	N55°39'24"W	35.96'				C28	55.00'	30°01'00"	86.30'
L29	N54°20'39"E	35.96'				C29	12.00'	90°00'00"	18.85'
L30	N80°39'24"W	85.00'				C30	1330.00'	3°40'34"	65.53'
L31	N80°39'24"W	2.48'				C31	1330.00'	3°40'37"	81.48'
L32	N9°20'36"E	84.00'				C32	300.00'	11°09'27"	58.42'
L33	N60°39'24"W	17.06'				C33	300.00'	11°47'44"	61.76'
L34	N9°20'36"E	135.00'				C34	270.00'	11°47'44"	55.58'
L35	N9°20'36"E	30.00'				C35	500.00'	7°49'07"	70.86'
L36	N9°20'36"E	30.00'				C36	330.00'	2°20'12"	13.46'
L37	N9°20'36"E	30.00'				C37	330.00'	2°27'42"	161.05'
L38	N9°20'36"E	30.00'				C38	330.00'	5°16'25"	30.37'
L39	N4°09'16"W	60.11'				C39	54.00'	38°29'07"	34.38'
L40	N9°20'36"E	30.00'				C40	105.00'	92°50'47"	170.15'
L41	N7°21'38"E	4.00'							
L42	N60°39'24"W	50.45'							
L43	N80°39'24"W	114.19'							
L44	N1°10'41"E	32.09'							
L45	N57°13'27"E	31.99'							



- NOTES
- SEE SHEET 2 FOR REFERENCES.
 - SEE SHEET 3 FOR BASIS OF BEARINGS.



TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL PESCADEIRO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

SEE SHEET 6

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4237 Village 25

EXHIBIT "B"

TRACT 4237 VILLAGE 25 AREA

RIVER ISLANDS
HIGH SCHOOL

VILLAGE 3

VILLAGE EE

VILLAGE
2

VILLAGE 27

LAKE 21

VILLAGE 26

VILLAGE 28

LAKE 22

VILLAGE 26

FUTURE
DEL WEBB

VILLAGE
44

FUTURE
PARADISE CUT
VILLAGE CENTER

FUTURE
DEL WEBB

FUTURE
SCHOOL SITE

TRACT 4237

HANERMILL WAY

TRACT 4155
DEL WEBB
UNIT 1

VILLAGE 41

VILLAGE 40

LAKE 24

VILLAGE 40

VILLAGE 42

FUTURE
DEL WEBB

FUTURE
DEL WEBB

TRACT 4221
DEL WEBB
UNIT 2

CALLERTON AVENUE

VILLAGE 30

VILLAGE 33

CAMBAY PARKWAY

VILLAGE 31

VILLAGE 32



EXHIBIT "B"
TRACT 4237
VILLAGE 25
VICINITY MAP
SEPTEMBER 2024

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.



RIVEISL-01

LENGUISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2024

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 License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : United Specialty Insurance Company</td> <td style="text-align: right;">NAIC # 12537</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : United Specialty Insurance Company	NAIC # 12537	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED River Islands Development Area 1, LLC. 73 W. Stewart Rd. Lathrop, CA 95330																					

COVERAGES

CERTIFICATE NUMBER:

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ATN2418343P	3/19/2024	3/19/2027	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">0</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000	MED EXP (Any one person)	\$	0	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	\$																											
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$																											
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EACH OCCURRENCE	\$																											
AGGREGATE	\$																											
	\$																											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td style="text-align: right;">\$</td><td>OT-HER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td></td></tr> </table>	PER STATUTE	\$	OT-HER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$										
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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)
Tract 4237
 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. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium

CERTIFICATE HOLDER City of Lathrop 390 Towne Center 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
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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: ATN2418343P

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 Development Area 1, LLC)
Tract 4237 Village 25

EXHIBIT “D”

WEST VILLAGE – VILLAGE 25

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
VILLAGE 25

September 16, 2024
Job No.: 25505-35

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
1 Joint Trench (60% Completion)	1	LS	\$ 399,377.00	\$ 399,377.00
2 Wet Utilities (95% Completion)	1	LS	\$ 84,350.00	\$ 84,350.00
3 Striping & Monuments (0% Completion)	1	LS	\$ 32,885.00	\$ 32,885.00
TOTAL COST TO COMPLETE				\$ 516,612.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village 25 as of date 10/14/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
VILLAGE 25 (77 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 13, 2023
Job No.: 25504-84

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	241,600	SF	\$ 0.45	\$ 108,720.00
2	4.5" AC Paving	124,900	SF	\$ 2.25	\$ 281,025.00
3	8" Aggregate Base	124,900	SF	\$ 1.20	\$ 149,880.00
4	Vertical Curb and Gutter (with AB cushion)	2,910	LF	\$ 15.00	\$ 43,650.00
5	Rolled Curb and Gutter (with AB cushion)	4,530	LF	\$ 15.00	\$ 67,950.00
6	Roundabout Curb (with AB cushion)	160	LF	\$ 15.00	\$ 2,400.00
7	Splitter Island Curb (with AB cushion)	140	LF	\$ 15.00	\$ 2,100.00
8	Roundabout Concrete	1,890	SF	\$ 5.00	\$ 9,450.00
9	Concrete Sidewalk	38,400	SF	\$ 5.00	\$ 192,000.00
10	Driveway Approach	78	EA	\$ 600.00	\$ 46,800.00
11	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
12	Survey Monuments	14	EA	\$ 300.00	\$ 4,200.00
13	Traffic Striping & Signage	4,110	LF	\$ 5.00	\$ 20,550.00
14	Dewatering (budget)	4,110	LF	\$ 100.00	\$ 411,000.00
Subtotal Street Work					\$ 1,389,725.00
<u>STORM DRAIN</u>					
15	Catch Basins (type I inlet over type I manhole base)	24	EA	\$ 2,800.00	\$ 67,200.00
16	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.00
17	Catch Basins (type C inlet over type I manhole base)	2	EA	\$ 2,800.00	\$ 5,600.00
18	Catch Basins (type C inlet over type II manhole base)	1	EA	\$ 5,000.00	\$ 5,000.00
19	15" Storm Drain Pipe (polypropylene)	1,130	LF	\$ 18.00	\$ 20,340.00
20	18" Storm Drain Pipe (polypropylene)	1,410	LF	\$ 20.00	\$ 28,200.00
21	24" Storm Drain Pipe (polypropylene)	350	LF	\$ 31.00	\$ 10,850.00
22	30" Storm Drain Pipe (polypropylene)	660	LF	\$ 45.00	\$ 29,700.00
23	36" Storm Drain Pipe (polypropylene)	360	LF	\$ 60.00	\$ 21,600.00
24	Manholes (type I)	3	EA	\$ 3,000.00	\$ 9,000.00
25	Manholes (type II)	4	EA	\$ 5,000.00	\$ 20,000.00
26	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
27	Storm Drain Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 236,190.00
<u>SANITARY SEWER</u>					
28	8" Sanitary Sewer Pipe (PVC)	3,750	LF	\$ 28.00	\$ 105,000.00
29	Manholes (type I)	12	EA	\$ 4,000.00	\$ 48,000.00
30	Sewer Service	77	EA	\$ 600.00	\$ 46,200.00
31	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
32	Sanitary Sewer Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Sanitary Sewer					\$ 207,200.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
33	8" Water Line (including all appurtenances) (PVC)	4,140	LF	\$ 32.00	\$ 132,480.00
34	Water Service	77	EA	\$ 2,000.00	\$ 154,000.00
35	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
36	Temporary Blow Off Valve	2	EA	\$ 1,000.00	\$ 2,000.00
37	8" Resilient Gate Valve	25	EA	\$ 1,550.00	\$ 38,750.00
38	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
39	Water Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Water Supply					\$ 373,230.00
<u>NON-POTABLE WATER</u>					
40	10" Non-potable Water Line (including all appurtenances) (PVC)	1,150	LF	\$ 45.00	\$ 51,750.00
41	10" Resilient Gate Valve	1	EA	\$ 2,500.00	\$ 2,500.00
42	Temporary Blow Off Valve	1	EA	\$ 1,000.00	\$ 1,000.00
43	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
44	Non-Potable Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water					\$ 59,250.00
<u>LAKE FILL LINE</u>					
45	16" Lake Fill Line (including all appurtenances) (PVC)	120	LF	\$ 50.00	\$ 6,000.00
46	24" Lake Fill Line (including all appurtenances) (PVC)	1,160	LF	\$ 85.00	\$ 98,600.00
47	16" Butterfly Valve	1	EA	\$ 4,500.00	\$ 4,500.00
48	24" Butterfly Valve	2	EA	\$ 5,000.00	\$ 10,000.00
49	Temporary Blow Off Valve	1	EA	\$ 1,000.00	\$ 1,000.00
50	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
51	Non-Potable Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 127,100.00
<u>DRY UTILITIES</u>					
52	Street Lighting/Joint Trench (including all appurtenances) lump sum	1	LS	\$ 1,400,000.00	\$ 1,400,000.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 3,793,000.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

October 14, 2024

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 4237; Escrow No. 1214023570

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 1, LLC, a Delaware limited liability company ("**RIDA1**") 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 RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2025, 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 RIDA1 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4237, 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. 2023-1 (River Islands Public Services and Facilities) Annexation No. 15 (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 RIDA1).

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 RIDA1).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA1).

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. 2023-1 (River Islands Public Services and Facilities); (ii) 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); (iii) 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) and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to Improvement Area No. 2 of the River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities 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, 2023-2 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 RIDA1, 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 RIDA1 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 RIDA1.

- 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 **\$74,132.68**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended “**Sierra Club Agreement**”), constituting the amount of **\$3,774.00** multiplied by **19.643** 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

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

(dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; and have confirmation (by telephone or email) from Susan Dell'Osso and 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 Brad Taylor 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 Brad Taylor 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 RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Monica Garcia (mgarcia@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 Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

95330; and (2) Mr. Brad Taylor, 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 Development Area 1, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 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 RIDA1 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

FIFTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
 Community Facilities District No. 2023-1
 (River Islands Public Services and Facilities #2)
 Annexation No. 15

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. 2023-1 (River Islands Public Services and Facilities #2) (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 June 28, 2023 as Document No. 2023-050810 (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.

This Fifteenth 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. 2023-1 (River Islands Public Services and Facilities #2) 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 April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), 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

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, 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 Fifteenth 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) 941-7320.

Dated: _____, 2024.

By: _____
Teresa Vargas, City Clerk,
City of Lathrop

EXHIBIT A

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 15
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 15 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>	<u>Legal Description of Property</u>
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-54 (Por.)	Parcels 6 and 7 of Tract 4235 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on August 22, 2024 in Book 44 of Maps and Plats, at Page 124 as Document Number 2024-070599.

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 15

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 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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, 2023, 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 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 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, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 1, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-610-54 (Por.)

Property Address: N/A

Legal Description of Property: Parcels 6 and 7 of Tract 4235 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on August 22, 2024 in Book 44 of Maps and Plats, at Page 124 as Document Number 2024-070599.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 1, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 1, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor’s Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Accessory Unit**” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“**Administrator**” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“**Assessor’s Parcel**” or “**Parcel**” means a lot or parcel shown on a County Assessor’s Parcel map with an assigned County Assessor’s Parcel number.

“**Authorized Facilities**” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Review Process**” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“**Non-Residential Property**” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“**Non-Residential Square Footage**” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“**Proportionately**” means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“**Public Property**” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u> Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$ 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, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$132.99 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, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 15

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 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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, 2023, 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 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 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, 2023, 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.*

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN THE CITY OF LATHROP, WASHINGTON. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES...

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELROSSO, PRESIDENT

TRUSTEES STATEMENT
I, TERESA VARGAS, CLERK OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERIN ENDED MAP ENTITLED PARCEL 4237, RIVER ISLANDS - VILLAGE 25 FINAL MAP...

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...

TRACT 4237 RIVER ISLANDS - PHASE 2 VILLAGE 25 FINAL MAP

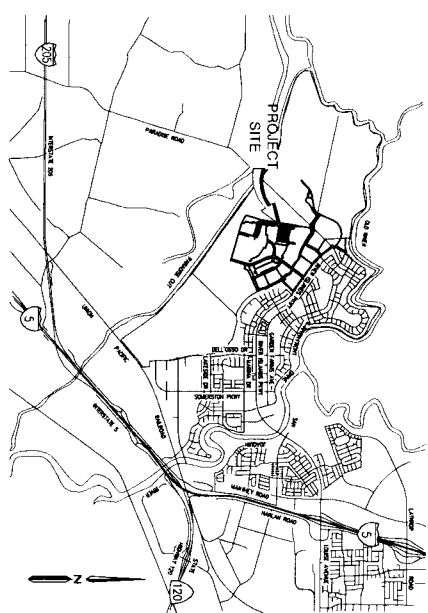


CITY CLERKS STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERIN ENDED MAP ENTITLED PARCEL 4237, RIVER ISLANDS - VILLAGE 25 FINAL MAP...

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...



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO TESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP...



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ M IN BOOK _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

TRACT 4237 RIVER ISLANDS - PHASE 2 VILLAGE 25 FINAL MAP

A PORTION OF PARCEL B, PESQUERO, BEING A SUBDIVISION OF PARCEL B, TRACT 4235 (44 MAP 124) OF MAPS AND PLATS, PAGE B1, S.L.C.R. (27 MAPS 81) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER, 2024



CITY SURVEYOR'S STATEMENT
I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP, CITY OF LATHROP, 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 _____, 2024.



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 APRIL 14, 2024. 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 SEPTEMBER 1, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.
DATED THIS _____ DAY OF _____, 2024.



DYLAN GRAMBERG, P.L.S. NO 7788

RECITALS

1. PRIOR TO THIS STATEMENT, PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES, YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO ENCUMBRANCES OR DISCOMFORT ARISING FROM THE LAWN, AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, FERTILIZING, SPRAYING, IRRIGATION, FERTIGATING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, AND OTHER AGRICULTURAL OPERATIONS. THE CITY OF LATHROP DOES NOT WARRANT THAT SUCH OPERATIONS WILL BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, ACCEPT SUCH ENCUMBRANCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SERIES OF PAVED HIGHWAY INTERCHANGES, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA, HAS BEEN CONSTRUCTED AND IS BEING CONSTRUCTED. PARCEL 4237, 2023, HAS BEEN DESIGNATED FOR THIS PROJECT BY BEING INCORPORATED INTO STATE ROUTE 99, (ROUTE 99, STATE ROUTE 2077), AND IS ON FILE WITH THE CITY OF LATHROP.
3. PARCEL 4237, RIVER ISLANDS - PHASE 2, VILLAGE 25 FINAL MAP, CONTAINS 77 RESIDENTIAL LOTS WITH A TOTAL OF 12,290 ACRES, MORE OR LESS. PARCEL A THROUGH D CONTAINING A TOTAL OF 3,293 ACRES, MORE OR LESS. PARCEL E CONTAINING 15,229 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 3,660 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

PARCEL 4237 AREA SUMMARY	
LOTS 1 THROUGH 77	12,690 AC
PARCELS A THROUGH D	3,293 AC
PARCEL 1	15,229 AC
STREET DEDICATIONS	3,660 AC
TOTAL	35,872 AC

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 121402550-LR (VERSION 1), DATED AUGUST 20, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE #	DIRECTION	LENGTH
L1	N87°39'13"W	112.89'
L2	N80°39'24"W	17.08'
L3	N9°20'38"E	74.48'
L4	N88°51'41"W	102.21'
L5	N80°39'24"W	126.55'
L6	N87°25'38"E	112.83'
L7	N9°20'38"E	94.67'
L8	N39°34'00"E	62.46'
L9	N9°20'38"E	112.33'
L10	N80°39'24"W	2.48'
L11	N80°39'24"W	110.00'
L12	N9°20'38"E	84.00'
L13	N80°39'24"W	110.00'
L14	N9°20'38"E	9.83'
L15	N54°20'38"E	35.36'
L16	N9°20'38"E	60.00'
L17	N35°39'24"W	35.36'
L18	N64°20'38"E	35.36'
L19	N80°39'24"W	60.00'
L20	N35°39'24"W	35.36'
L21	N80°39'24"W	60.00'
L22	N9°20'38"E	18.07'
L23	N81°23'09"W	55.70'
L24	N11°06'14"E	162.74'
L25	N80°39'24"W	105.50'

LINE #	DIRECTION	LENGTH
L26	N44°09'16"W	50.11'
L27	N9°20'38"E	30.00'
L28	N24°05'11"W	65.00'
L29	N83°09'25"W	417.00'
L30	N35°34'11"E	136.60'
L31	N87°18'26"W	75.12'
L32	N83°55'45"W	64.96'
L33	N83°41'19"W	54.00'
L34	N85°18'34"W	64.00'
L35	N88°00'49"W	64.00'
L36	N89°21'18"E	64.00'
L37	N1°27'39"W	111.00'
L38	N88°32'11"E	85.78'
L39	N14°51'31"E	61.39'
L40	N88°46'21"E	77.83'
L41	N80°39'24"W	60.00'
L42	N9°20'38"E	60.00'
L43	N31°17'05"W	32.56'

CURVE #	RADIUS	DELTA	LENGTH
C1	20.00'	49°32'02"	17.29'
C2	100.00'	7°50'54"	13.70'
C3	100.00'	78°12'17"	106.49'
C4	1199.00'	11°54'43"	234.46'
C5	439.12'	11°54'58"	91.33'
C6	100.00'	78°05'02"	136.28'
C7	100.00'	59°46'36"	104.33'
C8	520.00'	7°40'07"	70.96'
C9	105.00'	2°37'21.9"	42.83'
C10	54.00'	58°06'53"	54.77'
C11	55.00'	46°34'03"	65.69'
C12	47.00'	46°34'03"	38.20'
C13	65.00'	93°08'06"	105.66'
C14	47.00'	46°34'03"	38.20'
C15	55.00'	90°00'00"	66.39'
C16	55.00'	90°00'00"	66.39'
C17	300.00'	42°19'19"	221.66'
C18	54.00'	36°29'07"	34.39'

LINE #	DIRECTION
(R)1	N67°39'28"E
(R)2	N72°48'30"W
(R)3	N1°31'29"E
(R)4	N64°36'22"E
(R)5	N41°14'03"E
(R)6	N52°46'33"E
(R)7	N80°39'24"W
(R)8	N22°32'51"W
(R)9	N69°01'57"W
(R)10	N65°59'46"E
(R)11	N89°47'28"W
(R)12	N82°14'51"E
(R)13	N37°53'29"W
(R)14	N72°32'53"W

- REFERENCES**
- (R)1) PARCEL 4149, RIVER ISLANDS - PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.L.C.R. (44 MAP 52)
 - (R)2) PARCEL 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE D1, S.L.C.R. (44 MAP 87)
 - (R)3) 23-02-79L, RIVER ISLANDS - PHASE 2, WEST VILLAGE PARCEL MAP, FILED DECEMBER 5, 2023, IN BOOK 27 OF MAPS AND PLATS, PAGE B1, S.L.C.R. (27 MAPS 81)
 - (R)4) PARCEL 4235, RIVER ISLANDS - PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 124, S.L.C.R. (44 MAP 124)

- SIGNATURE OMISSIONS**
- PERMITS TO SECTION SEALS OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.L.C.R.

LEGEND

200.00' (R)

MEASURED AND RECORD DATA PER REFERENCE SHOWN

(R) DENOTES REFERENCE (R) - SEE REFERENCE LIST ON SHEET 2

(M-M) MONUMENT TO MONUMENT

(M-B) MONUMENT TO BOUNDARY

(B) BOUNDARY

(R) RADIAL BEARINGS

(T) TOTAL

(F) PUBLIC UTILITY EASEMENT

(WE) WALL EASEMENT

(D.N) DEED NOTATION

(L1/C1) RECORDED DOCUMENT NUMBER, SAN JOAQUIN COUNTY RECORDER

BOUNDARY

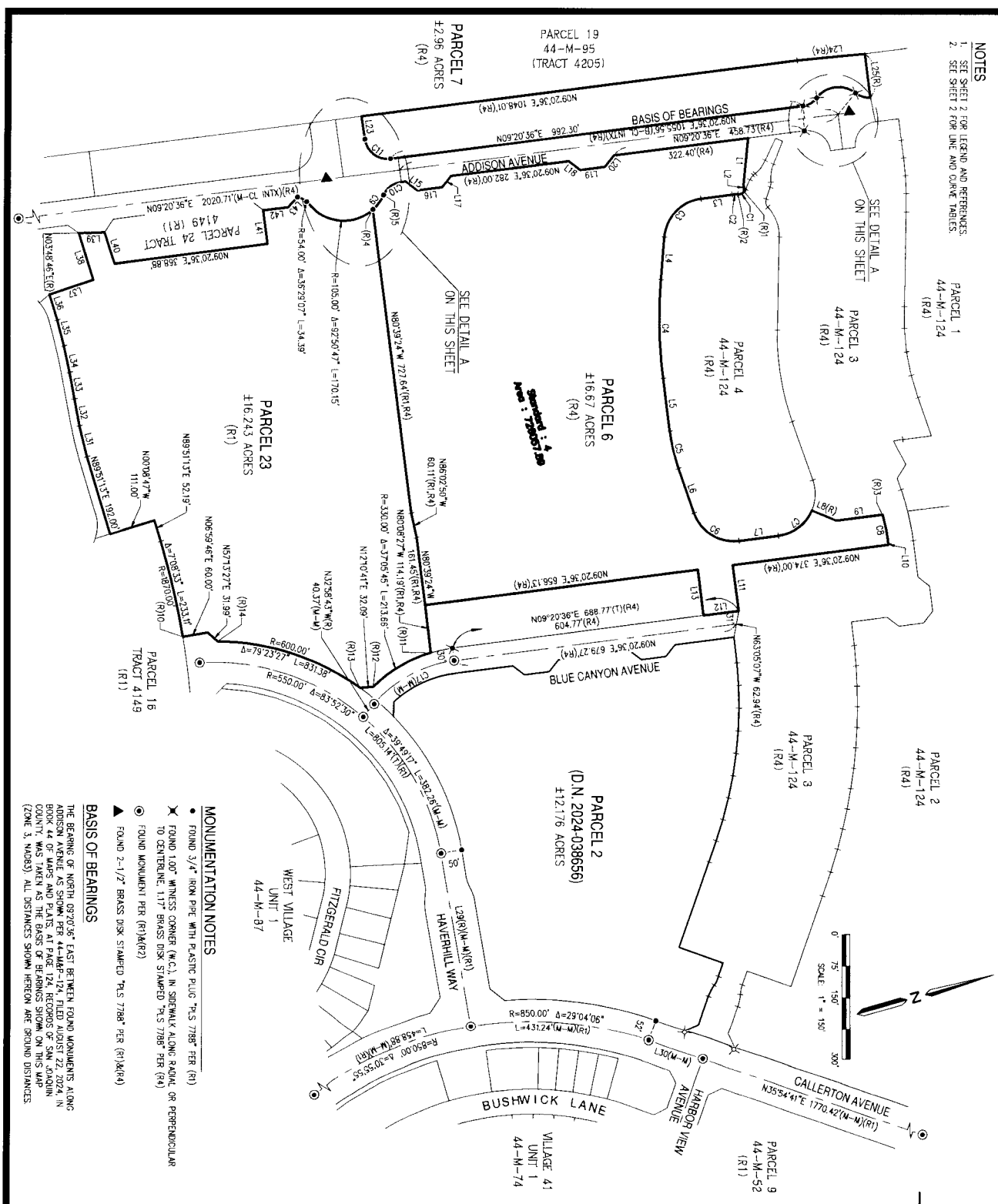
LOT LINE OR RIGHT-OF-WAY LINE

EASEMENT LINE

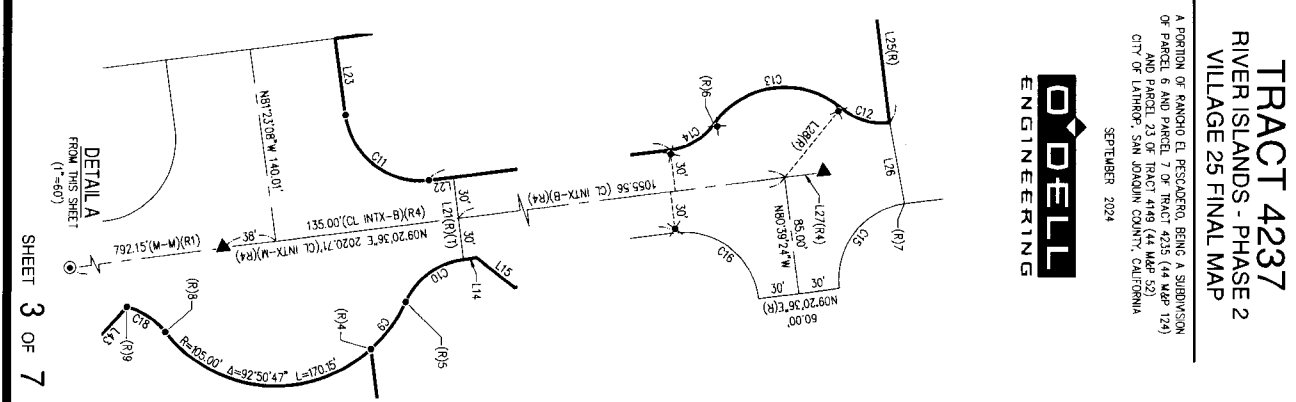
CENTRIE LINE

RESTRICTED ACCESS

NOTES
 1. SEE SHEET 2 FOR LEGEND AND REFERENCES.
 2. SEE SHEET 2 FOR LINE AND CURVE TABLES.



- MONUMENTATION NOTES**
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PIS 7788" PER (R1)
 - ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "PIS 7788" PER (R4)
 - ⊙ FOUND MONUMENT PER (R1)(R2)
 - ▲ FOUND 2-1/2" BRASS DISK STAMPED "PIS 7788" PER (R1)(R4)
- BASIS OF BEARINGS**
- THE BEARING OF NORTH 09°20'36" EAST BETWEEN FOUND MONUMENTS ALONG ADDISON AVENUE AS SHOWN PER 44-MAP-124, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 124, 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 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL RESCADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024



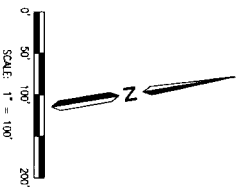
TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

A PORTION OF PARCEL 6, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

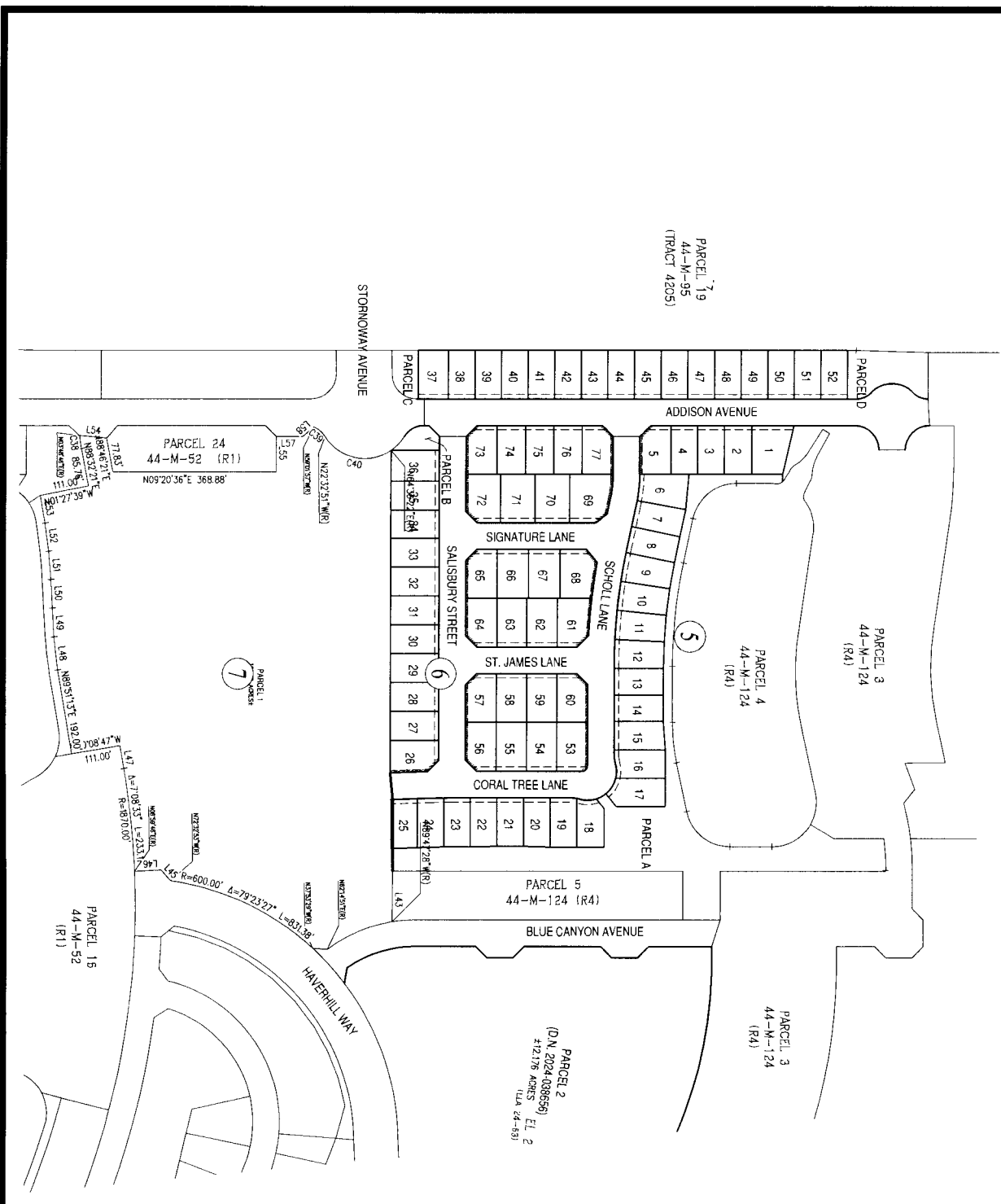


SHEET INDEX



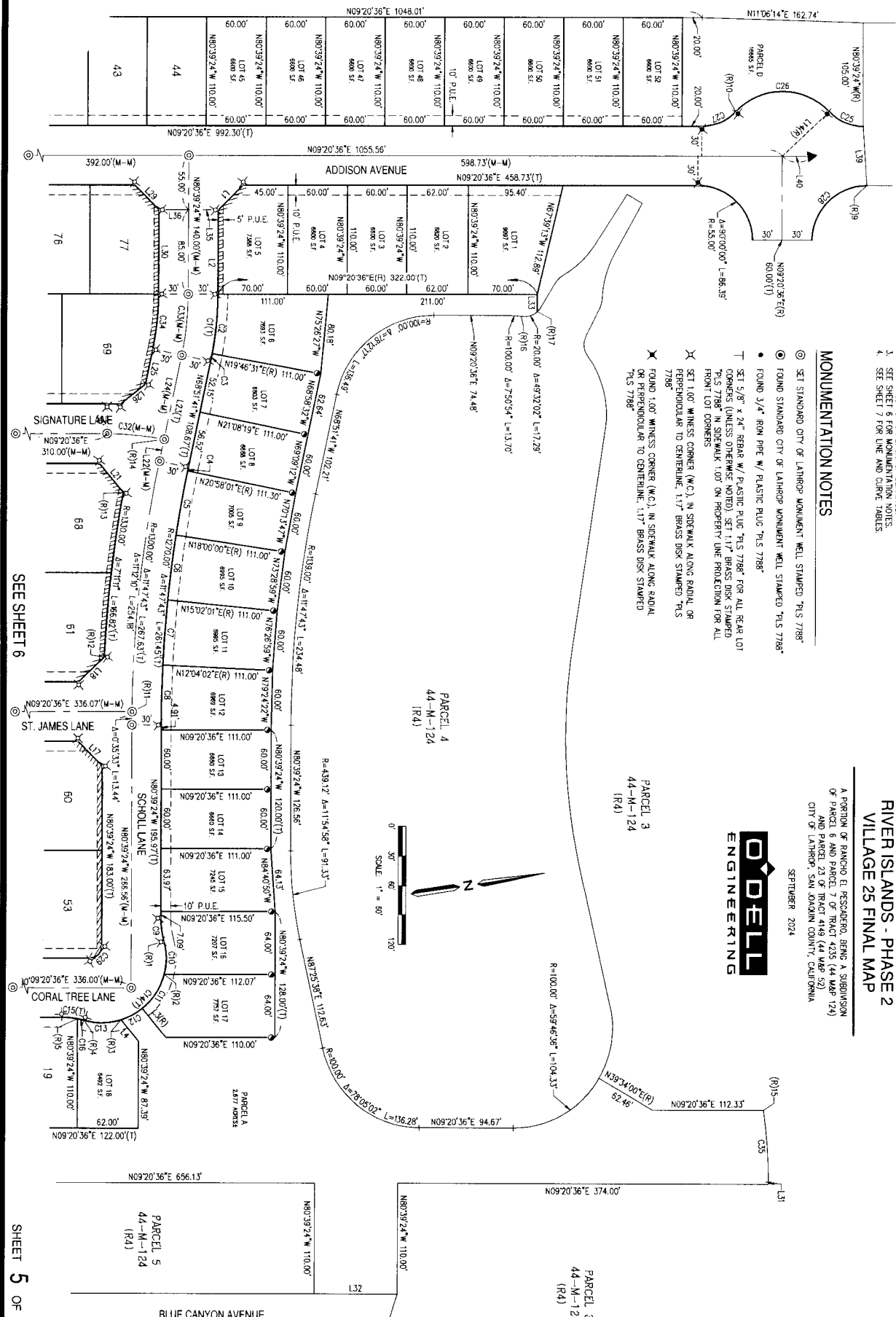
- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

- LEGEND**
- BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - SHEET LIMIT LINE
 - SHEET NUMBER
 - RESTRICTED ACCESS



PARCEL 19
44-M-95
(TRACT 4205)

PARCEL 1
44-M-124
(R4)



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 6 FOR MONUMENTATION NOTES.
 4. SEE SHEET 7 FOR LINE AND CURVE TABLES.

MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT HELL STAMPED "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT HELL STAMPED "PLS 7788"
- FOUND 3/4" RIBBON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ✕ SET 1.00" WIRELESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "PLS 7788"
- ✕ FOUND 1.00" WIRELESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "PLS 7788"

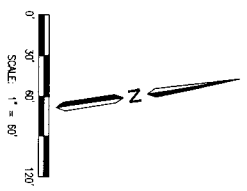


A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LATHROP, SAN JOHANN COUNTY, OREGON
SEPTEMBER 2024

**TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP**

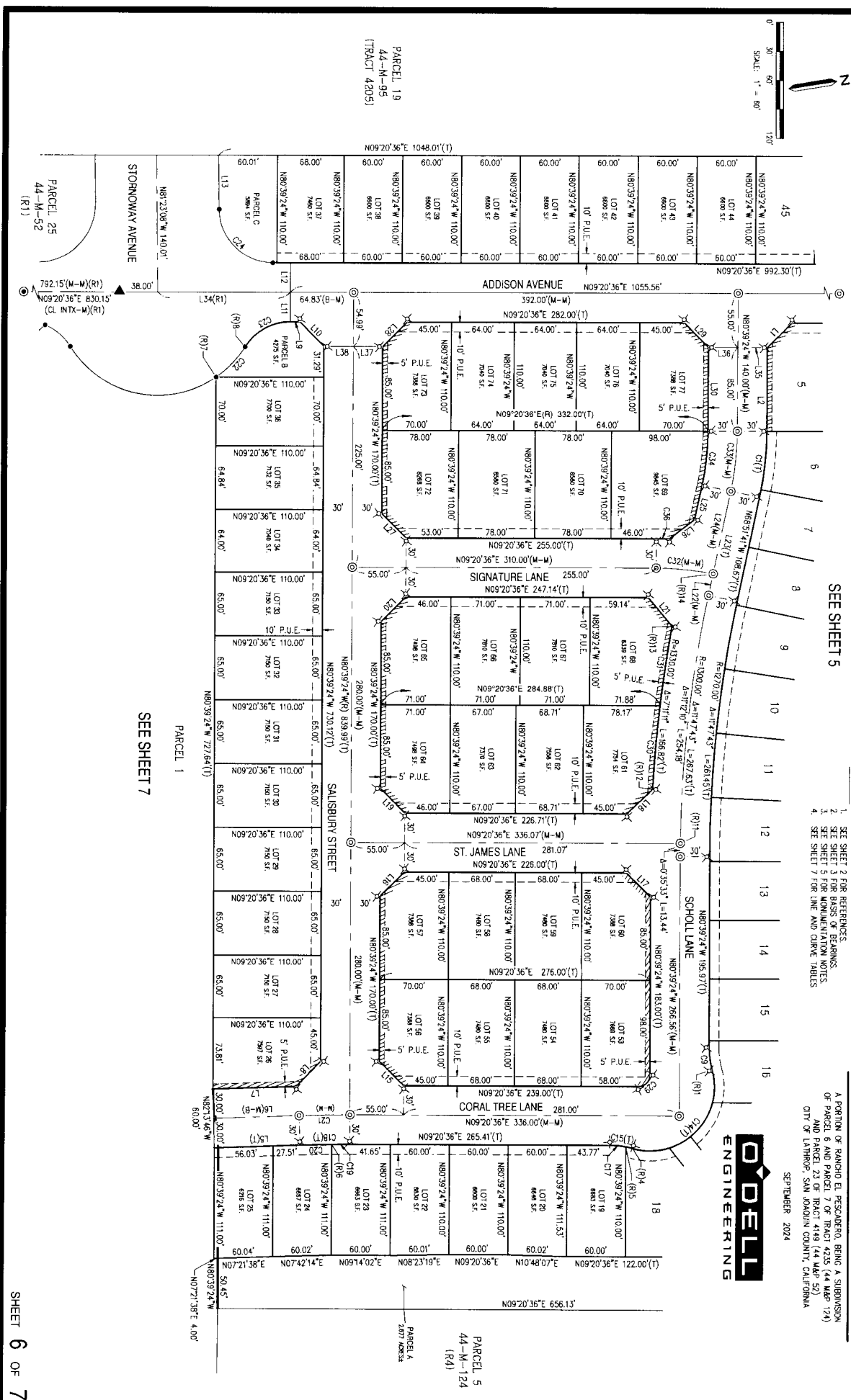
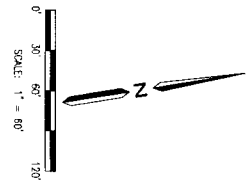
PARCEL 3
44-M-124
(R4)

PARCEL 4
44-M-124
(R4)



SEE SHEET 6

SHEET 5 OF 7



- NOTES**
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS.
 3. SEE SHEET 5 FOR DEDICATION NOTES.
 4. SEE SHEET 7 FOR LINE AND CORNER DETAILS.



A PORTION OF RANCHO EL PESCADEÑO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4149 (44 MAP 124) AND PARCEL 21 OF TRACT 4149 (44 MAP 52) CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

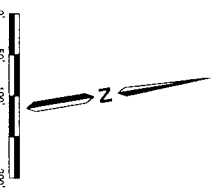
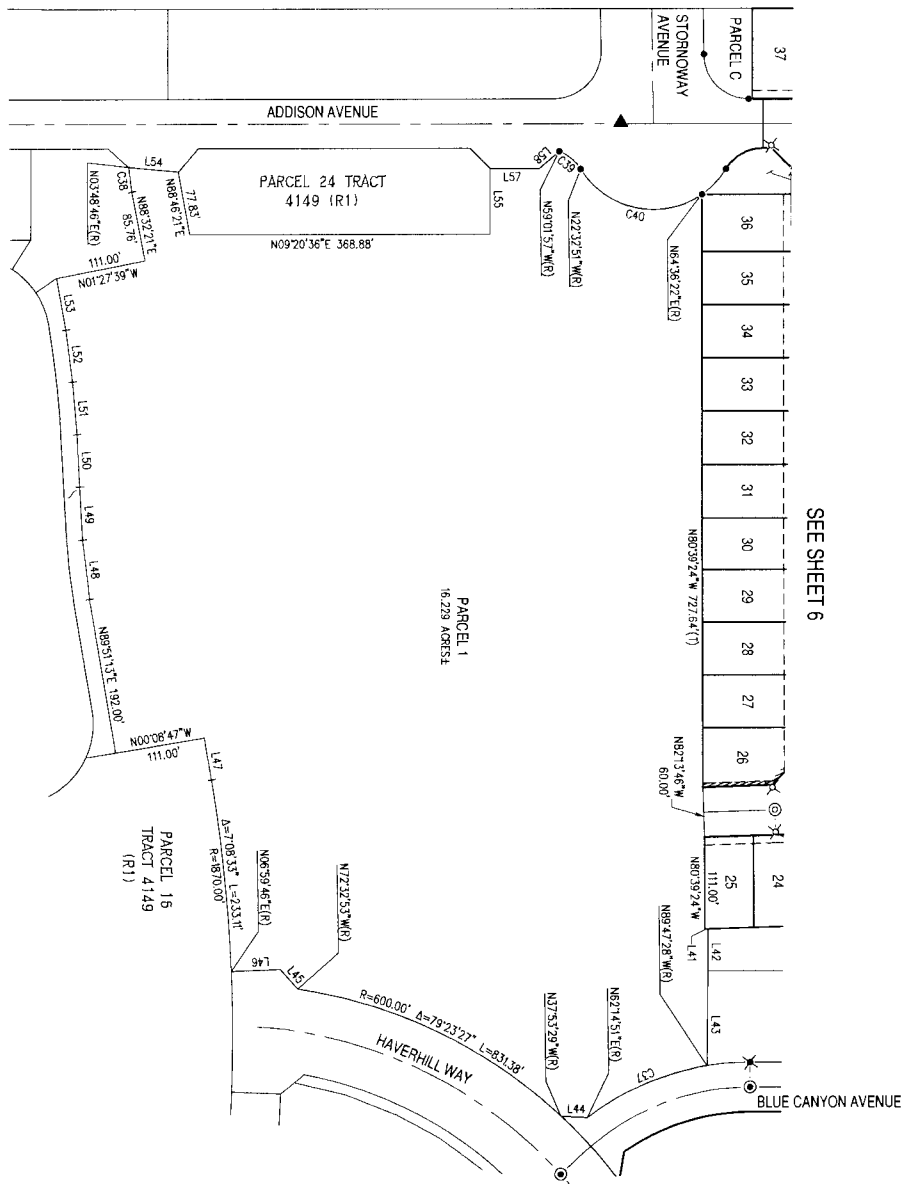
**TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP**

LINE AND CURVE TABLES FOR SHEETS 5 AND 6 ONLY

LINE #	DIRECTION	LENGTH
L1	N65°39'24"W	35.96
L2	N60°39'24"W	85.00
L3	N60°08'31"E	38.12
L4	N60°08'31"E	28.86
L5	N7°13'38"E	83.54
L6	N7°13'38"E	85.33
L7	N7°13'38"E	85.07
L8	N65°08'33"W	35.96
L9	N9°20'36"E	9.87
L10	N64°20'36"E	35.96
L11	N60°39'24"W	30.00
L12	N60°39'24"W	30.00
L13	N61°23'08"W	55.70
L14	N64°09'21"W	55.00
L15	N64°20'36"E	35.96
L16	N65°39'24"W	35.96
L17	N64°20'36"E	35.96
L18	N64°27'05"W	36.09
L19	N64°20'36"E	35.96
L20	N65°39'24"W	35.96
L21	N69°24'40"E	38.94
L22	N68°51'14"W	22.51
L23	N68°51'14"W	108.67
L24	N68°51'14"W	86.16
L25	N68°51'14"W	35.97
L26	N69°35'26"W	32.32
L27	N64°20'36"E	35.96
L28	N65°39'24"W	35.96
L29	N64°20'36"E	35.96
L30	N60°39'24"W	85.00
L31	N60°39'24"W	2.48
L32	N9°20'36"E	84.00
L33	N60°39'24"W	17.06
L34	N9°20'36"E	135.00
L35	N9°20'36"E	30.00
L36	N9°20'36"E	30.00
L37	N9°20'36"E	30.00
L38	N9°20'36"E	30.00
L39	N9°20'36"E	30.00
L40	N9°20'36"E	80.11
L41	N7°13'38"E	30.00
L42	N60°39'24"W	50.45
L43	N60°08'27"W	114.19
L44	N12°10'41"E	32.09
L45	N57°13'27"E	31.99

LINE #	DIRECTION	LENGTH
L46	N65°39'24"W	60.00
L47	N65°11'37"E	52.19
L48	N67°18'26"W	75.12
L49	N63°55'45"W	64.86
L50	N63°54'19"W	64.00
L51	N65°18'54"W	64.00
L52	N68°00'48"W	64.00
L53	N69°21'18"E	64.00
L54	N14°45'13"E	61.39
L55	N60°39'24"W	80.00
L57	N62°03'36"E	60.00
L58	N61°17'05"W	32.86

CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	11°47'44"	67.94'
C2	300.00'	10°29'55"	60.08'
C3	300.00'	1°21'49"	7.85'
C4	1270.00'	0°10'19"	3.81'
C5	1270.00'	2°48'01"	65.75'
C6	1270.00'	2°57'59"	65.75'
C7	1270.00'	2°57'59"	65.75'
C8	1270.00'	2°43'29"	60.37'
C9	87.00'	15°28'05"	23.44'
C10	65.50'	29°51'55"	34.14'
C11	65.50'	36°22'25"	41.58'
C12	65.50'	21°29'40"	24.57'
C13	65.50'	33°10'09"	37.88'
C14	65.50'	120°32'10"	138.18'
C15	87.00'	15°28'05"	23.44'
C16	87.00'	4°40'52"	7.11'
C17	87.00'	10°45'13"	16.33'
C18	1470.00'	1°58'58"	50.87'
C19	1470.00'	0°42'55"	18.35'
C20	1470.00'	1°16'03"	32.82'
C21	1500.00'	1°58'58"	51.91'
C22	105.00'	23°22'19"	42.83'
C23	54.00'	56°06'33"	54.77'
C24	55.00'	89°11'61"	85.89'
C25	47.00'	46°34'03"	38.20'
C26	65.00'	91°08'06"	105.66'
C27	47.00'	46°34'03"	38.20'
C28	55.00'	90°00'00"	86.39'
C29	12.00'	90°00'00"	18.85'
C30	1300.00'	3°40'34"	85.53'
C31	1300.00'	3°30'37"	81.48'
C32	300.00'	11°09'27"	58.42'
C33	300.00'	11°47'44"	61.76'
C34	270.00'	11°47'44"	55.98'
C35	520.00'	7°49'07"	70.86'
C36	330.00'	2°20'12"	13.46'
C37	300.00'	2°15'42"	161.05'
C38	330.00'	5°16'25"	30.37'
C39	54.00'	36°28'07"	34.93'
C40	105.00'	92°50'47"	170.15'



- NOTES
- SEE SHEET 2 FOR REFERENCES
 - SEE SHEET 3 FOR BASIS OF BEARINGS

ODELL
ENGINEERING

TRACT 4237
RIVER ISLANDS - PHASE 2
VILLAGE 25 FINAL MAP

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6 AND PARCEL 7 OF TRACT 4235 (44 MAP 124) AND PARCEL 23 OF TRACT 4149 (44 MAP 52) CITY OF LAHARBOR, SAN JOAQUIN COUNTY, CALIFORNIA

SEPTEMBER 2024

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**CITY MANAGER’S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2025 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT

RECOMMENDATION: Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2025

SUMMARY:

On August 22, 2024, the San Joaquin Council of Governments (SJCOG) Board approved the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees, and is now requesting each participating jurisdiction to adopt the annual adjustment to become effective on January 1, 2025.

The final calculation of the 2025 SJMSCP development fees shows an approximate overall decrease of 7.5% in the most commonly impacted categories of Agricultural and Natural habitat classifications compared to 2024. The decrease is due primarily to a reduction in the land acquisition component (Category A) for agricultural land price values of comparable sales even though there was a rise in the reported Consumer Price Index (CPI) for Categories B (Assessment and Enhancement) and C (Land Management and Administration). The total of these 3 categories equates to the final amount of the development fee.

The following table shows the habitat categories, the current 2024 fees, and proposed 2025 fee adjustments (per acre).

YEAR	2020	2021	2022	2023	2024	2025 (Proposed)
Multi-purpose	\$6,412	\$8,682	\$9,781	\$9,629	\$8,918	\$8,246
Agriculture/ Natural	\$12,822	\$17,363	\$19,561	\$19,255	\$17,833	\$16,492
Vernal Pool (grasslands)	\$52,833	\$71,544	\$80,453	\$75,320	\$69,408	\$65,490
Vernal Pool (wetted)	\$100,788	\$161,286	\$174,040	\$176,878	\$177,724	\$177,281

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
2025 SJMSCP DEVELOPMENT FEES**

PAGE 2

Staff recommends adoption of the attached resolution approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2025.

BACKGROUND:

On November 6, 2001, the City Council adopted Ordinance No. 01-194, establishing the SJMSCP. The plan established a procedure to mitigate the impacts of new development on undeveloped land within the Cities of Lathrop, Escalon, Tracy, Ripon, Manteca, Lodi, Stockton, and San Joaquin County. Each City and the County adopted the SJMSCP and the recommended fee schedule at that time. A Habitat Conservation Map (Attachment 2) identifies those areas within the City of Lathrop that are subject to a specific habitat fee category. Since its adoption, the developer paid SJMSCP fees have been adjusted annually to be effective on January 1st of each year.

The development fees were calculated using a formula which is adjusted annually [Fee = Category A (acquisition) + Category B (assessment & enhancement) + Category C (land management & administration)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees.

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating a very long and cumbersome regulatory process through the state and federal permitting agencies. By participating, the project can choose a number of ways to provide mitigation for the impacts of the project:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Alternatively, the project proponent may choose to not participate in the SJMSCP and fulfill mitigation requirements on their own with state and federal permitting agencies.

It's important to note that development projects in Lathrop such as River Islands, Central Lathrop, South Lathrop and Gateway have taken advantage of the benefit this program.

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
2025 SJMSCP DEVELOPMENT FEES**

PAGE 3

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a resolution approving the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2025.

FISCAL IMPACT:

The fee adoption has no fiscal impact to the City. Developers may participate in the SJMSCP plan or opt out and fulfill mitigation requirements with state and federal permitting agencies.

ATTACHMENT:

1. Resolution to approve the 2025 San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fee.
2. SJMSCP Habitat Conservation Map
3. 2025 Habitat Fee Table

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
2025 SJMSCP DEVELOPMENT FEES**

APPROVALS:

 _____ James Michaels Senior Planner	<u>9/5/2024</u> Date
 _____ Rick Caguiat Community Development Director	<u>9/5/24</u> Date
 _____ Cari James Finance Director	<u>9/11/2024</u> Date
 _____ Salvador Navarrete City Attorney	<u>9-12-2024</u> Date
 _____ Stephen J. Salvatore City Manager	<u>9-19-24</u> Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL ADJUSTMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE FOR 2025

WHEREAS, the City Council of the City of Lathrop adopted Ordinance No. 01-194 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new development pursuant to the SJMSCP within the City of Lathrop; and

WHEREAS, a "Fee Study" dated July 1, 2001 was prepared which analyzed and identifies the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP development fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lathrop and in San Joaquin County; and

WHEREAS, after considering the fee study and the testimony received at the public hearing, the Lathrop City Council approved said report; and further found that the future development in the City of Lathrop will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP covered species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial open space uses; and

WHEREAS, an "Updated Fee Study" was prepared in 2006, 2011, 2016 and 2020 which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, the SJMSCP development fees are divided into three categories: Category A - Acquisition; Category B - Enhancement; and Category C - Land Management/Administration; and

WHEREAS, the SJMSCP development fees for the different habitat types is shown on Attachment 3 of the staff report; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the Lathrop City Council; and

WHEREAS, the method of annual adjustments was modified in 2011, 2016, and 2020; and

WHEREAS, the 2020 adjustment resulted in a minor change to category "A" with an adjustment to the easement to fee title percentage used in the fee model and category "C" with pivoting to a more robust diversified endowment investment for higher return on investment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lathrop, as follows:

1. The City Council finds and declares that the purposes and uses of the development fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 01-194, and remain valid, and the City Council therefore adopts such determinations.
2. The 2025 development fee for the three habitat types – natural land and agricultural lands, vernal pool habitat, and multi-purpose open space conversion, shall be as set forth in Attachment 3 of the staff report, incorporated by reference herein.
3. The fee provided in this resolution shall be effective on January 1, 2025 – December 31, 2025.

The foregoing resolution was passed and adopted this 14th day of October 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

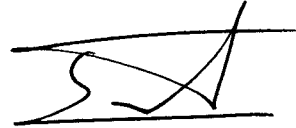
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



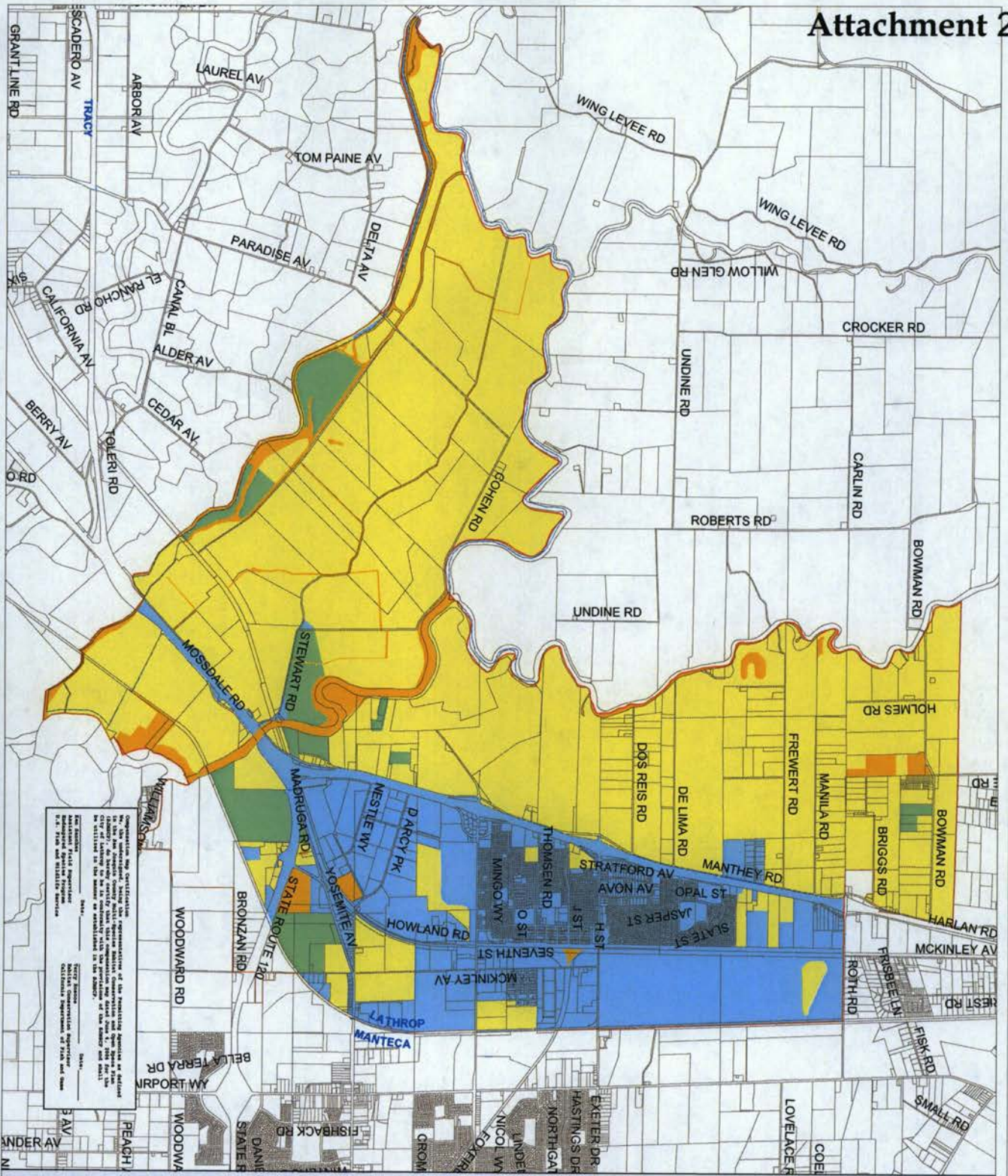
Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



CITY OF LATHROP

San Joaquin County Council of Governments
 201 East Main Street
 Stockton, CA 95202



Competition Map Contribution
 The City of Lathrop is a participating member of the Planning Agency as defined in the San Joaquin County Council of Governments' San Joaquin County Regional Growth and Development Strategy. The City of Lathrop is a participating member of the Planning Agency as defined in the San Joaquin County Council of Governments' San Joaquin County Regional Growth and Development Strategy. The City of Lathrop is a participating member of the Planning Agency as defined in the San Joaquin County Council of Governments' San Joaquin County Regional Growth and Development Strategy.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

- LAND CATEGORY / PAY ZONES
- CATEGORY A
- EXEMPT
- NO PAY ZONE
- CATEGORY B
- OTHER OPEN SPACES
- PAY ZONE A
- CATEGORY C
- AG. HABITAT OPEN SPACES
- PAY ZONE B (Agricultural)
- CATEGORY D
- NATURAL LANDS MARITIME
- PAY ZONE B (Natural)
- CATEGORY E
- VERNAL POOLS
- CATEGORY F
- PRIOR AGREEMENT
- PLANNING AREA BOUNDARY
- URBAN EXPANSION AREA
- CITY LIMITS
- PARCEL LINE





SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0574 • Email: boyd@sjcog.org

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Sonny Dhaliwal
CHAIR

Kevin Lincoln
VICE-CHAIR

Diane Nguyen
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

2025 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$8,246
Natural	\$16,492
Agriculture	\$16,492
Vernal Pool - uplands	\$65,490
Vernal Pool - wetted	\$177,281

* Effective January 1, 2025 – December 31, 2025

2025 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$6,066.00	\$817.74	\$6,883.74
Natural Lands	\$6,066.00	\$817.74	\$6,883.74
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$15,386.00	\$2,019.72	\$17,405.72
<i>Vernal Pool Wetted</i>	\$127,031.00	\$1,980.10	\$129,011.10

** Effective January 1, 2025 – December 31, 2025 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

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**CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) APPROVING AN AMENDMENT TO THE ASHLEY FURNITURE PROJECT CONDITIONAL USE PERMIT NO. CUP-23-08

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution Approving an Amendment to the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 Regarding Allowable Land Uses, Modification to the Conditions of Approval, and Extension of the Project Expiration Date.**

SUMMARY:

The Ashley Furniture Project Conditional Use Permit No. CUP-23-08 and Site Plan Review No. SPR-23-09 was approved by City Council on November 13, 2023 (City Council Resolution No. 23-5422) which allowed for the development of a 1,486,607 sq. ft. concrete tilt-up building on an 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road within the Central Lathrop Specific Plan Phase 2 area. The proposed building would include a 24,000 sq. ft. office, a 110,260 sq. ft. retail outlet and showroom and a 1,352,347 sq. ft. warehouse distribution center.

The applicant, Aaron Hodgdon is requesting the following amendments to Conditional Use Permit No. CUP-23-08:

- 1) Confirm that the Conditional Use Permit (CUP) is valid for any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and Limited Industrial Zoning designation as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval.
- 2) Remove Public Works Condition #5 because this item has been satisfied. The applicant provided the required Supplemental Traffic Analysis/Memorandum on September 22, 2023 which confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better.
- 3) Request a "reset" of the land use approval expiration date to start on October 14, 2024. If approved, the project will expire in 3 years (October 14, 2027)

The proposed amendments will not significantly alter the planned development and required improvements for the project as originally approved.

In addition to building the Ashley Furniture warehouse as currently approved, the proposed amendment to the CUP may allow the applicant to exercise the following additional options: construct the building without the retail and office component, lease a portion of the building to a second user, or lease the entire building to another user. Other end users may occupy the building consistent with the uses allowed pursuant to the Central Lathrop Specific Plan Phase 2 and Chapter 17.62, *Central Lathrop Zoning Districts*.

It's important to note that a stand-alone warehouse and distribution building shall not exceed the square footage of the original project approval of 1,352,347 sq. ft. in addition to the 24,000 sq. ft. office space.

Site Plan, Utilities and Various Improvements

The Site Plan may be slightly modified as a result of the amendment to the CUP, especially if the retail and office component is not constructed. The modification would result in a slightly smaller building footprint but the main warehouse square footage will remain the same. It is anticipated that the overall development of the site will generally stay consistent with the approved site plan with minor deviations that can be addressed during the building permit plan check process.

Off-street parking would continue to be provided for passenger vehicles and for commercial trucks and trailers. The Ashley Furniture Project included a total of 942 passenger vehicle parking spaces and 1,104 commercial truck spaces. If the project is constructed without the retail and office component, the number of vehicle parking may be reduced.

Landscaping would be slightly modified if the retail and office component is removed. Areas not used for building, off-street parking, and paving are required to be landscaped per the Lathrop Municipal Code (LMC). As such, it is anticipated that the overall landscaping square footage for the project would increase.

Other aspects of the Project would remain generally the same including but are not limited to the following:

- Architecture, materials and colors would remain the same including architectural enhancements along S. Manthey Road (e.g., glass siding, single-story elements, etc.).
- Primary access would continue to be from S. Manthey Road for passenger vehicles and commercial trucks. The passenger vehicle driveway and emergency vehicle access (EVA) driveway on Dos Reis Road would remain the same.

- Site lighting is required to be shielded and directed towards the parking and access areas only. Lighting levels are requirement to meet City standards and specific lighting, beyond the photometric plan will be refined as part of the building permit plan check process.
- Construction and extension of public utilities (water, sewer, storm drain) will remain the same as originally designed.
- Screening strategies approved for Ashley Furniture Project would continue to be enforced, including the following:
 - The installation of an 8-foot tall solid screen wall along southern property line;
 - Planting of a mixture of deciduous shade trees and large evergreen trees for purposes of screening; and
 - Providing an additional landscape buffer along Dos Reis Road, and the building setback from Dos Reis Road (e.g., building location would not be modified).
- Off-site improvements such as the construction of a round-a-bout at Dos Reis Road and Golden Valley Parkway will still be required.
- On-site and off-site signage related to commercial trucks (e.g., on-site signage directing commercial trucks to travel north on S. Manthey Road when exiting the site and off-site signage limiting commercial truck access on Golden Valley Parkway north of Lathrop Road) will still be required.
- Geometric constraints to physically prohibit trucks from turning north from Lathrop Road onto Golden Valley Parkway will still be required.

Traffic and Circulation

As noted above, passenger vehicle access to the project is provided via Dos Reis Road and S. Manthey Road. The Project includes 2 driveways for passenger vehicles, 1 along Dos Reis Road, east of Golden Valley Parkway and the other along S. Manthey Road. The Project continues to propose an Emergency Vehicle Access (EVA) driveway on Dos Reis Road, west of Golden Valley Parkway. There will be no change in traffic and circulation patterns as part of this amendment.

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CUP-23-08**

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In the event another user occupies the building, staff is recommending adding a new condition (Planning Condition #1) to require a supplemental traffic analysis/memorandum to confirm that the traffic impacts of the new user do not exceed the thresholds of the original project approval.

Condition of Approval #5 (Public Works)

The applicant is also requesting removal of Condition of Approval #5 (Public Works) related to traffic counts at Lathrop Road/I-5 Northbound (NB) Ramp. Specifically, Condition of Approval #5 states that Lathrop Road/I-5 NB Ramp will degrade to LOS E to LOS F with the Project in the Baseline plus Project Condition, which will require the construction of a 400-foot sperate right turn lane on the NB Ramp. The Condition required the applicant to conduct current traffic counts for the NB Ramp to confirm the baseline condition and complete a technical memorandum to document the findings of the traffic counts.

In this regard, a Supplemental Traffic Analysis/ Memorandum was submitted to the City on September 22, 2023 by TJKM with new traffic counts. The Supplemental Analysis concluded that improvements to the Lathrop Road/I-5 NB Ramp would not be required and confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better. Brad Taylor, City Engineer, reviewed the supplemental traffic analysis and agreed with TJKM's determination; therefore, this condition has been satisfied and is no longer applicable.

Time Extension

As noted above, the Ashley Furniture Project was approved by City Council on November 13, 2023. Per the Lathrop Municipal Code, Site Plan and Conditional Use Permit approvals shall expire 36-months from the date of the approval. Over the last 10 months, the applicant has been diligently working with City staff to prepare the update to the City's Capital Facilities Fees for the Central Lathrop Specific Plan Phase 2 and the associated infrastructure studies for the development of the project. However, due to market and economic uncertainty, coupled with preparation of the plans, engineering, and budgeting, the applicant is requesting a "reset" of the land use approval expiration date to start on October 14, 2024. If approved, the project will expire in 3 years (October 14, 2027).

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on October 4, 2024. Staff also mailed the public hearing notice to notify property owners located within a 300-foot radius from the project site boundary. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties and posted at three (3) locations accessible to the public and the City website.

CEQA REVIEW:

On November 13, 2023, the City of Lathrop City Council adopted Resolution 23-5421 finding the Ashley Furniture Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183. The proposed amendments to CUP-23-08 falls within the scope of the Section 15183 Analysis (Environmental Checklist) and as such, no further environmental review is required. The potential reduction of the building size and removal of the retail and office component is negligible and is not considered a substantial change requiring additional environmental review. In addition, all of the project requirements and mitigations identified in the Environmental Checklist remain in full effect and are included in the project's Condition of Approval.

The Environmental Analysis identified the applicable City of Lathrop development standards and policies that would apply to the proposed project during both the construction and operational phases, identifies applicable minimization measures from the General Plan EIR that must be implemented, identifies applicable state-level standards and policies that would ensure that no peculiar or site-specific environmental impacts would occur. The Environmental Analysis concluded that the project is consistent with the land uses and development intensities assigned to the project site by the General Plan.

Impacts from buildout of the General Plan including cumulative impacts associated with development and buildout of the CLSP Phase 2 plan area and the Ashley Furniture Project, as modified, are fully addressed in the General Plan EIR (State Clearinghouse No. 2021100139), and implementation of the modified project would not result in any new or altered impacts beyond those addressed in the General Plan EIR.

In addition, a passenger and truck trip generation count was conducted and the project is conditioned to prohibit warehouse oriented uses that exceed the transportation impacts compared to the Ashley Furniture Project.

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to amend the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 regarding allowable land uses, modification to the Conditions of Approval, and extension of the project expiration date.

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CUP-23-08**

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FISCAL IMPACT:

All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

ATTACHMENT:

1. City Council Resolution to Amend Conditional Use Permit No. CUP-23-08
2. Amended Consolidated Conditions of Approval, dated October 14, 2024
3. Applicant Request Letter dated September 5, 2024

**CITY MANAGERS REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CUP-23-08**

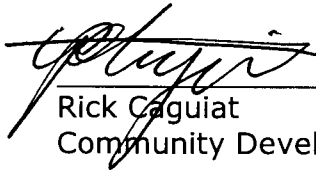
APPROVALS:



David Niskanen
Contract Planner

9/18/2024

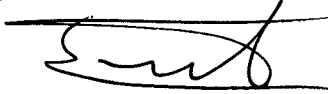
Date



Rick Caguiat
Community Development Director

9/24/24

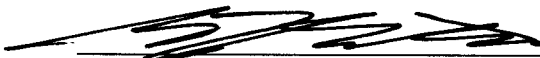
Date



Salvador Navarrete
City Attorney

9.24.2024

Date



Stephen J. Salvatore
City Manager

10.7.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CONDITIONAL USE PERMIT NO. CUP-23-08 FOR THE ASHLEY FURNITURE PROJECT

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing to consider the amendment to Conditional Use Permit No. CUP-23-08 pursuant to the General Plan and Lathrop Municipal Code; and

WHEREAS, on November 13, 2023, the City Council approved Resolution No. 23-5422, approving the Ashley Furniture Project, which consists of the construction of approximately 1.5 million square foot concrete tilt-up building and all necessary supporting infrastructure on a property located within the Central Lathrop Specific Plan Phase 2 Amendment area as further defined below (the Project); and

WHEREAS, the property is located at 14101 S. Manthey Road (APN: 192-020-14) (the property); and

WHEREAS, the applicant is requesting the following amendments to Conditional Use Permit No. CUP-23-08: 1) Confirm that the Conditional Use Permit (CUP) is valid for any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and Limited Industrial Zoning designation as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval, 2) Remove Public Works Condition #5 because this item has been satisfied. The applicant provided the required Supplemental Traffic Analysis/Memorandum on September 22, 2023 which confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better, and 3) Request a "reset" of the land use approval expiration date to start on October 14, 2024. If approved, the project will expire in 3 years (October 14, 2027); and

WHEREAS, the applicant is considering various options including but not limited to: construct the Ashley Furniture warehouse as currently approved, construct the building without the retail and office component, lease a portion of the building to a second user, or lease the entire building to another user; and

WHEREAS, the Project is consistent with the Limited Industrial land use goals and policies of the City of Lathrop General Plan and is also consistent with the development standards for the IL-CL, Limited Industrial Zoning District and the Central Lathrop Specific Plan Phase 2 Amendment; and

WHEREAS, a Project Trip Generation Rates for passenger vehicles and heavy trucks were conducted to ensure that no future user will exceed the transportation impacts originally analyzed for the Ashley Furniture Project; and

WHEREAS, on November 13, 2023, the City Council approved Resolution 23-5421, finding the Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about October 4, 2024 and mailed out to property owners located within a 300-foot radius from the project site boundary on October 4, 2024, emailed to the City’s Public Hearing subscribers and interested parties, and posted at three (3) locations accessible to the public and the City website; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. Conditional Use Permit Findings. Pursuant to Section 17.112.060 of the Lathrop Municipal Code (LMC), the City Council finds as follows:

- a. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right. *The proposed project would allow other uses consistent with the original Conditional Use Permit approval, Central Lathrop Specific Plan Phase 2, and the Lathrop Municipal Code.*
- b. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located. *The proposed Project is located in the IL-CL, Limited Industrial Zoning District and the Central Lathrop Specific Plan Phase 2 Amendment area and is a permitted use within the zoning district for which it is located as further established in the Zoning Code Text Amendment.*
- c. That the proposed use will comply with each of the applicable provisions of the LMC, as amended. *As noted above and as described in the Staff Report, the proposed Project is a permitted use in the IL-CL, Limited Industrial Zoning District and is consistent with the applicable provisions in the LMC, including screening requirements pursuant to the Central Lathrop Specific Plan Phase 2 Amendment. Additionally, the General Plan requires updates to the LMC and Central Lathrop Specific Plan Phase 2 in order to ensure that new development is compatible with existing development (Goal LU-5).*

The proposed Project is consistent with the LMC, Policies and Implementation Actions of the General Plan as it relates to truck traffic impacts and land use compatibility.

Section 2. On November 13, 2023, the City of Lathrop City Council adopted Resolution 23-5421 finding the Ashley Furniture Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183. The City Council finds that the proposed amendments to CUP-23-08 falls within the scope of the Section 15183 Analysis (Environmental Checklist) and as such, no further environmental review is required.

Furthermore, the City Council finds that the potential reduction of the building size and removal of the retail and office component is negligible and is not considered a substantial change requiring additional environmental review. In addition, a passenger and truck trip generation count was conducted and the project is conditioned to prohibit warehouse oriented uses that exceed the transportation impacts compared to the Ashley Furniture Project. Lastly, all of the project requirements and mitigations identified in the Environmental Checklist remain in full effect and are included in the project's Condition of Approval.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby approve an amendment to the Ashley Furniture Project Conditional Use Permit No. CUP-23-08, subject to the Amended Consolidated Conditions of Approval listed in Attachment 2 of the October 14, 2024 City Council Staff Report, incorporated by reference herein.

The foregoing resolution was passed and adopted this 14th day of October 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SIGNED:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Community Development Department – Planning Division

Amended Consolidated Conditions of Approval

October 14, 2024

Project Name: Ashley Furniture Project
File Number: Conditional Use Permit No. CUP-23-08 and Site Plan Review No. SPR-23-09
Project Address: 14101 S. Manthey Road (APN: 192-020-14)

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the application and diagrams dated May, 2023.

PROJECT DESCRIPTION

Approval of this project authorizes the construction of a 1,486,607 sq. ft. concrete tilt-up building on a 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road and within the Central Lathrop Specific Plan Phase 2 Amendment area. The proposed building will include an up to three-story, 24,000 sq. ft. office, an up to two-story 110,260 sq. ft. retail outlet and showroom and a 1,352,347 sq. ft. warehouse distribution center. The project includes related on- and off-site improvements, including but not limited to off-street parking, lighting, landscaping, solid wall and wrought iron fencing, outdoor employee break area, paving, and street improvements (landscaping, curb, gutter, and sidewalk).

Alternatively, the applicant may also exercise the following options: construct the building without the retail and office component, lease a portion of the building to a second user, or lease the entire building to another user. Other end users may occupy the building consistent with the uses allowed pursuant to the Central Lathrop Specific Plan Phase 2 and Chapter 17.62, Central Lathrop Zoning Districts. A stand-alone warehouse and distribution building shall not exceed the square footage of the original project approval of 1,352,347 sq. ft. in addition to the 24,000 sq. ft. office space.

CEQA DETERMINATION

Exempt in accordance with Section 21083.3 of the Public Resources Code and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines.

PLANNING

1. If a new use(s) is proposed (which may include site modifications), a supplemental traffic analysis/memorandum shall be prepared for City review prior to building occupancy to confirm that the traffic impacts do not exceed the thresholds of the traffic generated by the original project approval.

2. The project is subject to and shall comply with the Project Requirements resulting from the Environmental Checklist prepared by De Novo Planning Group. The Project Requirements are incorporated by reference into this list of conditions (attached).
3. The Conditional Use Permit and Site Plan Review shall not be in effect until the Rezone that is part of the City's Zoning Consistency Project and Central Lathrop Specific Plan (CLSP) Phase 2 Amendment are approved and in effect.
4. Signs (Directional Signs) shall be placed on-site directing trucks north on S. Manthey Road towards Roth Road from the site. Signage shall be maintained by the applicant/property owner and replaced if damaged, destroyed or otherwise unreadable. Signage shall be reviewed and approved by the Planning Division.
5. Sign(s) shall be placed in the drivers' lounge and/or breakroom associated with the project building directing trucks north on S. Manthey Road toward Roth Road from the site. The sign shall illustrate the Truck Route to and from the site, the City's Truck Route Map and a reference to Chapter 10.16, *Truck Routes and Commercial Vehicles* of the Lathrop Municipal Code (LMC).
6. Evergreen trees planted along Dos Reis Road for the purposes of screening shall be in compliance with the CLSP Phase 2 Amendment.
7. Outdoor employee break area(s) shall include trash receptacles, shade structure(s), and seating areas. The final design and location of employee break area(s) shall be subject to review and approval by the Planning Division.
8. Passenger vehicle entryways shall include enhanced paving materials, such as herringbone design or stamped concrete. The extent of the enhanced paving materials shall be subject to review and approval by the Planning Division.
9. Interior truck operator lounge(s) and/or employee break area(s) shall include on-site amenities, such as restrooms, vending machines, air conditioning, seating areas, etc. The truck operator lounge(s) and/or employee break area(s) shall be subject to review and approval by the Planning Division.
10. With the exception of parking and storage of truck cabs and truck trailers, storage containers, and temporary load transfers, outdoor storage is prohibited, unless otherwise reviewed and approved by the Planning Division.
11. Installation of driveway entry/security gates or interior site fencing shall subject to review and approval by the Planning Division, Building Department and Lathrop Manteca Fire District prior to installation. All driveway entry/security gates shall provide truck queuing in front of the gate of at least seventy-five (75) feet in order to allow trucks with trailers to pull onto the site without blocking adjacent street rights-of-ways.
12. The security gate building (guard shack) shall be architecturally compatible with the primary building as it relates to color, aesthetic, and material.
13. On-site fencing shall be maintained and in good working order for the life of the project. Damage and/or wear-and-tear shall be repaired by the applicant/property owner in a timely manner.
14. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements of both the State and Federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).

15. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulation including but not limited to Rule 9510, Indirect Source Review. The applicant shall provide proof of compliance prior to building permit issuance.
16. The project shall comply with applicable site development provisions contained in the Central Lathrop Specific Plan Phase 2 Amendment Design Guidelines and Lathrop Municipal Code including but not limited to parking, lighting, landscaping, etc.
17. All areas not used for structures, parking, driveways, walkways, or other hardscape shall be landscaped and maintained by the property owner per Section 17.92.030(A)(1) of the Lathrop Municipal Code to the satisfaction of the City.
18. The applicant shall submit appropriate plans to the Community Development Department for plan check and building permit. Final site plan, elevation, landscaping and irrigation, exterior lighting and site improvement plans and details, etc. shall be reviewed and approved by the Planning Division. Any significant change or modification to the approved plan is subject to review and approval by the Community Development Director.
19. Landscaping and irrigation must be consistent with the City's Water Conservation Requirements (LMC 17.92.060) and the State Water Efficient Landscape Ordinance (AB 1881). The applicant shall include with the landscape and irrigation plan a water efficient landscape worksheet with water budget calculations identifying the water allowance and estimated water use.
20. The applicant/property owner shall ensure the entire site including landscaping areas shall be maintained in a healthy, weed free condition to the satisfaction of the City.
21. Trash enclosure(s) shall include but not be limited to a covered roof, metal gate and have three solid walls. Details and/or alternative designs or location shall be subject to review and approval of the Planning, Building, and Public Works Department. The trash enclosure design, material and color shall match or compliment the main building.
22. It shall be the responsibility of the applicant/property owner to ensure that any building or parking area lighting including security lighting associated with the project, be arranged so as to not cast light onto adjoining properties.
23. A final site lighting photometric plan with detailed specifications of all lighting fixtures, poles, and wall packs as well as a manufacture's catalog sheet containing photometric data, shall be submitted with Building Permits for City review and approval. Parking lots, driveways, trash enclosure/areas shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. The illumination shall not exceed ten (10) foot-candles in any one location.
24. No signs are approved for this project. A Master Sign Program for the project shall be prepared and submitted for review and approval by the Planning Division per Chapter 17.84 of the Zoning Code. All signs shall require a Planning Division Sign Design application and a separate Building Permit application, subject to review and approval of the Planning and Building Divisions.
25. Bicycle parking shall be installed consistent with Chapter 17.76.120 of the LMC. In accordance with LMC Section 17.76.120(D), the proposed project shall provide changing facilities for employees/workers utilizing bicycle to get to and from the use and bicycle lockers in a secure room equal to the minimum number of bicycle parking stalls required by Chapter 17.76. Bicycle lockers should be in close proximity to the employee entrance. The final location(s) shall be subject to review and approval by the Planning Division. The secure room shall include electrical outlets for the purpose of charging electric bicycles (e-bikes).

26. Roof-mounted mechanical equipment shall be screened and not visible from the public right-of-way. Screening materials shall be compatible with the architectural style, materials and color of the building upon which the equipment is located, subject to the approval of the Community Development Director or designee.
27. Ground-mounted equipment that is not required to be visible, shall be screened not visible from the public right-of-way using the most practical means of screening, such as landscaping, a freestanding wall/fence, matching paint, subject to approval of the Community Development Director or designee.
28. Unless otherwise specified, all conditions of approval shall be complied with prior to the issuance of any Building Permits.
29. The Site Plan and Conditional Use Permit shall expire thirty-six (36) months from the date of approval unless a time extension is granted consistent with the policies and procedure of the Lathrop Municipal Code. Prior to the expiration date of ~~August 30, 2026~~ October 14, 2027, a building permit must be issued and construction commenced and diligently pursued toward completion of the site or structures.
30. In the event clarification is required for an interpretation of these Conditions of Approval, the Community Development Director and City Engineer shall have the authority either to administratively clarify the intent and wording of these Conditions of Approval without the requirement of a public hearing or to refer questions regarding the interpretation of these Conditions of Approval to the Planning Commission. If the applicant take issue with the clarification provided administratively, the applicant shall have the right to appeal the administrative clarification to the Planning Commission. The Community Development Director and City Engineer shall also have the authority to make minor modifications to these conditions provided a request is made in writing by the applicant and it is determined such modifications are consistent with and in furtherance of the underlying intent of the condition being modified.
31. The City of Lathrop may conduct annual and or spot inspections to ensure that compliance with the required site improvements and conditions are being maintained.
32. The applicant shall install an eight (8) foot high chain link fence with vinyl privacy slats (black powder coated) along the western property line to screen the outdoor storage areas.

BUILDING

1. All construction associated with this project shall comply with the most recent adopted City and State building codes.
2. Special Inspections – As indicated by California Building Code Section 1704, the property owner/developer shall employ one or more special inspectors who shall provide special inspections when required by CBC section 1704. The property owner/developer shall contact the Building Department at time of plan submittal to obtain application for special inspections.
3. The Title Sheet of the plans shall include:

Occupancy Group	Type of Construction
Occupant Load	Height of Building
Description of Use	Floor area of building(s) by occupancy group
Area Analysis	Code Used

4. The property owner/developer shall be responsible for payment of school impact fees prior to the issuance of a building permit.
5. Dimensioned building setbacks and property lines, street centerlines and distances between buildings and structures shall be provided on the project site plan.
6. The project shall be designed to conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumption light fixtures, and insulation and shall use to the extent feasible draught landscaping.
7. All property lines and easements shall be shown on the site plan. A statement shall be provided that indicates such lines and easements are shown is required.
8. Public and private site improvements shall be designed in accordance with the Americans with Disabilities Act and Chapter 11 of the California Building Code. The site plan shall include a site accessibility plan identifying exterior routes of travel and detailing running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage and truncated domes. The path of travel shall be provided from the public right of way and accessible parking to building. The design professional shall ensure that the site accessibility plan is in compliance with the latest Federal and State regulations. A site accessibility plan shall be required per the attached policy from the link below:
https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/building_division/page/24708/site_accessibility_plan_requirements.pdf
9. At the time of building permit application submittal a design professional shall be required to prepare the formal construction plans for proposed improvements per the Business and Professions' Code.
10. Grading and Site Improvement permits from Public Works may be required separately from the accessibility plan in compliance with item 8.

PUBLIC WORKS

Land

1. The applicant shall dedicate all right-of-way (ROW) necessary for the ultimate ROW width as represented in the approved Improvement Plans. A 10-foot public utility easement (PUE) shall also be dedicated along all ROW frontages.

Public/Frontage Improvements

1. The applicant shall submit an encroachment permit for all work within the public right-of-way and City owned or controlled property.
2. The applicant shall be required to install full street frontage improvements along all frontages of the parcel being developed or improved. Frontage improvements shall include but are not limited to curb, gutter, sidewalk, street lights, hydrants, asphalt concrete paving, striping, driveways, and landscaping. The extent of paving shall include one-half ultimate street width or as otherwise stated in the City of Lathrop Municipal Code. The applicant shall submit the off-site plans for approval along with the applicable plan check and inspection fees.

3. The applicant shall underground all existing and new overhead utilities on both sides of the frontage street in compliance with the Lathrop Municipal Code. Overhead power lines in excess of 34.5 KVA are not required to be undergrounded.
4. As recommended in the TJKM Traffic Impact Analysis Report, the applicant shall complete the following improvements prior to issuance of a certificate of occupancy, including a temporary certificate of occupancy:
 - a. Lathrop Road/I-5 SB Ramps: Optimize signal timing to achieve an acceptable level of service. Align signal timing with coordination plan for the Lathrop Road corridor.
 - b. Golden Valley Parkway & Spartan Way/Lathrop Road Intersection: Grind existing striping, slurry seal extents of striping and restripe the following configuration to City Standards:
 - i. NB Approach: One left-turn lane, one through lane, two right-turn lanes
 - ii. SB Approach: Two left-turn lanes, two through lanes, one right-turn lane
 - iii. EB Approach: One left turn-lane, two through lanes, one right-turn lane
 - iv. WB Approach: Two left-turn lanes, two through lanes, one right-turn lane
- ~~5. The TJKM Traffic Impact Analysis Report found that the Lathrop Road/I-5 NB Ramp will degrade from LOS E to LOS F with the Project in the Baseline plus Project condition, which will require the construction of a 400 foot separate right turn lane on the NB Ramp. The applicant shall conduct current traffic counts for the NB Ramp to confirm the baseline condition and complete a technical memorandum to document the findings of the traffic counts. If the results of the technical memorandum indicate that the impact is negligible or that the level of service does not degrade below LOS D in the Current Baseline plus Project condition, the project shall not be required to construct the 400 foot separate right turn lane on the NB Ramp. If the results of the traffic counts indicate that the project operations would cause the LOS to degrade below a LOS D with the Project, the applicant shall be required to construct the 400 foot separate right turn lane on the NB Ramp. If the improvements are required, applicant shall design, estimate construction cost and provide performance and labor & materials guarantee to the City for the improvements and enter into a deferred frontage improvement agreement with the City prior to issuance of a building permit for the Project. If required, the applicant shall work towards construction of the improvements in a timely manner for completion as close to the occupancy of the Project as possible.~~
6. The applicant shall be required to improve Golden Valley Parkway from Spartan Way to Dos Reis Road. Golden Valley Parkway is currently improved from Spartan Way to about 240 feet south of Does Reis Road and includes utilities, curb & gutter, and bottom lift pavement and subgrade. The applicant shall be required to complete the improvements on Golden Valley Parkway to include but not limited to sidewalk, top lift pavement, striping, signing, landscaping and lighting. The improvements are eligible in part for City Transportation Capital Facility Fee (CFF) credit or reimbursement as portions are included in the existing City CFF program and this roadway provides a regional benefit.
7. The applicant shall be required to construct a roundabout at the intersection of Golden Valley Parkway and Dos Reis Road. The roundabout shall be an enhanced gateway to the CLSP Phase 2 area and shall include components such as monumentation, art, enhanced landscaping, lighting, etc. The roundabout shall include safety improvements such as pedestrian actuated flashing

warning signs. The final design shall be approved by the City Engineer. The applicant shall submit the roundabout plans for approval as part of the offsite improvement plans.

8. The applicant shall be required to abandon and barricade Manthey Road between Lathrop Road and Dos Reis Road upon completion of the improvement of Golden Valley Parkway. This abandonment is necessary to facility the proper traffic circulation for the project.
9. The applicant shall be required to install signage on Lathrop Road, Spartan Way, Golden Valley Parkway, Dos Reis Road and Manthey Road south of Dos Reis Road prohibiting trucks from utilizing these roadways. Location and size of the signage shall be reviewed and approved by the City Engineer prior to issuance of an occupancy permit.
10. Applicant shall comply with Chapter 10.16, *Truck Routes and Commercial Vehicles* of the LMC.
11. The applicant shall construct a raised “pork chop” with bollards at the northeast corner of Spartan Way and Golden Valley Parkway to discourage semi-trucks from making a right-turn towards the Central Lathrop Specific Plan (CLSP) Phase 2 area. The design of the improvements shall be reviewed and approved by the City Engineer and must be installed prior to the issuance of a Certificate of Occupancy.
12. The applicant shall construct a raised median on S. Manthey Road adjacent to the truck driveway at the facility to discourage trucks from making a left turn in and a right turn out of the facility. The design of the improvements shall be reviewed and approved by the City Engineer and must be installed prior to the issuance of a Certificate of Occupancy.

Wastewater

1. The applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building within the project.
2. The applicant shall secure sufficient sewer capacity for the project and pay all connection fees and reimbursements.
3. The project will connect to the existing Central Lathrop Phase 1 gravity sewer main system and the wastewater will be conveyed to the City’s Treatment Plan by use of the existing Central Lathrop Phase 1 wastewater pump station and force mains. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the additional wastewater discharge from the project and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

Potable Water

1. The applicant shall be required to connect to the water utility for domestic supply prior to certificate of occupancy and pay all applicable connection fees. All existing groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting potable water to the site.
2. The applicant shall secure sufficient water capacity for the project and pay all connection fees and reimbursements.
3. The project will connect to the existing Central Lathrop Phase 1 potable water system. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the projects needs and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

Recycled Water

1. Applicant shall install recycled water mains along all frontages if not existing. All public landscaping shall be irrigated with recycled water and a recycled water hydrant shall be placed in an accessible location along the frontage to provide a filling station for street sweeping activities and construction.
2. All recycled water points of connection for irrigation require the installation of a recycled water meter.

Storm Drain

1. The applicant shall be required to connect to storm drain utility and pay all applicable connection fees.
2. Hydrology and hydraulic calculations and plans for on-site and off-site storm drainage systems shall be submitted to the City for review and approval.
3. As part of their onsite improvements, the applicant shall install all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy for the project.
4. The applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales, and/or ponds.
5. The project will connect to the existing Central Lathrop Phase 1 storm water system for Watershed 4. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the projects needs and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

General

1. The applicant shall retain the services of a California licensed civil engineer to design the project utility plans for sewer, water, storm drain lines and systems.
2. The applicant shall ensure that all off-site and on-site improvements comply with City Standards as illustrated on the approved Improvement Plans.
3. All on-site water, sewer, and storm drain systems that are privately owned shall be maintained by the property owner.
4. The parking areas and drive aisles on site shall be paved with asphalt concrete.
5. The project shall comply with the Multi-Agency Post Construction Storm Water Manual.
6. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available on site for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.
7. The applicant shall pay all appropriate fees including, but not limited to, North Lathrop Transportation Fee, Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
8. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving and concrete. Building PAD certification is required from Geotechnical Engineer and/or Special Inspector.

9. All water meters shall be installed within the public right of way or public utility easement. The City shall not be the responsible party for maintaining water and sewer lines beyond existing main line stub outs or on private property, unless otherwise agreed to by the City.
10. The applicant has the option to enter into a reimbursement agreement with the City for construction cost reimbursement of any infrastructure that provides regional benefit.
11. All improvements shall be designed and constructed per the most current City Standards.
12. The applicant shall create or participate in a Community Facilities District (CFD) to fund the maintenance of all public infrastructure prior to issuance of the first building permit associated with the project.
13. If the project is greater than one acre; the applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

1. The project shall conform to the most currently adopted edition of the California Fire Code and all related standards.
2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).
3. Depending on the proposed Occupancy Type & fire area occupant load, Automatic Fire Sprinklers may be required. In the case where automatic fire sprinkler systems are required, such systems shall comply with California Fire Code Section 903.2 and the Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppressions system is added/modified/tested and accepted by the (AHJ) Fire District for review and approval prior to modification. Deferred submittal accepted.
4. All residential structures shall be Fire Sprinkler protected, as per the City of Lathrop's Fire Sprinkler Ordinance, California Fire Code, California Residential Code, and the California Building Standards Codes. Fire suppression system plans shall be modified under separate fire permit and shall be submitted by a licensed fire contractor, to the (AHJ) Fire District for review and approval prior installation. Deferred plan submittals are accepted.
5. Fire Sprinkler System alterations and plans shall be submitted directly to LMFD.
6. Fire Alarm System upgrades and plans shall be submitted directly to LMFD.
7. A means of Ingress and Egress Plan shall be submitted with the project Tenant Improvement Plans.
8. An approved fire alarm system shall be installed in accordance with CFC §907.2 and NFPA 72.
9. Fire Department Development Impact Fees for all new buildings shall be paid in accordance with the City of Lathrop Municipal Code and Resolutions of the adopted fee schedule.
10. An approved Fire Flow test shall be conducted prior to ground breaking to determine allowable Fire Fighting capabilities for the site.

11. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
12. Deferred Plan Submittals for Fire Alarm, Fire Sprinklers and Fire Underground shall be submitted directly to LMFD.
13. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with California Fire Code (CFC) Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Adequate turnaround shall be provided per City of Lathrop Standards and Appendix D of the 2022 CFC.
14. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key “knox” box is required to be installed in an approved location. The key “knox” box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key “knox” box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
15. Where a portion of the added street is constructed more than 200 feet (61 meters) from a hydrant on a fire apparatus access road, as measured by an approved route, the developer shall provide an additional fire hydrant and main shall be provided. NOTE: The developer shall provide exact locations and distances of existing hydrants in the area. (CFC Appendix C, and City of Lathrop Water System Standards).
16. The developer shall be responsible for providing approved vehicle access for firefighting to all construction and demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
17. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief’s Association.
18. The turning radius for his project shall be a minimum of 41 feet for all Emergency Fire Apparatus.
19. Buildings exceed 30 feet in height shall have a minimum unobstructed fire apparatus access width of 26 feet.
20. Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I Hood, in accordance with the California Mechanical Code, and automatic fire extinguishing system that is listed and labeled for its intended use as follows:
 - a. Wet chemical extinguishing system, complying with UL 300
 - b. Carbon dioxide extinguishing systems
 - c. Automatic fire sprinkler systems

21. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
22. At LMFD's discretion the proposed project may be subject to other fire & life safety requirements at the time of building plan review.
23. Final approval is subject to field inspections. A minimum 48 to 72-hour notice is required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

LATHROP POLICE DEPARTMENT (LPD)

1. The applicant shall paint the address on the roof top for each individual building. The numbers shall be at least 3 feet tall, 2 feet wide, 9 inches apart, with 6-inch brush stroke with a color that contrast the roof top, top of numbers/letters should point north.
2. The applicant shall install dedicated lights in the parking lot that are properly maintained including the drive access.
3. The applicant shall install an indoor and outdoor recording security camera system that shall be maintained by the property owner and accessible to LPD with camera views covering all ingress and egress to all building(s) and parking areas. The quantity and location shall be reviewed and approved by LPD prior to issuance of an occupancy permit.
4. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or emergency purposes, a key "knox" box is required to be installed in an approved location. The key "knox" box shall be of an approved type and shall contain keys to gain necessary access as required by the police chief. In addition to key "knox" box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency vehicles.
5. The proposed landscaping for this project shall conform to the following CPTED measurements:
 - a. Maintain natural visible surveillance to building from parking lot and street.
 - b. Plants taller than 8 feet shall be trimmed up to 4 feet from ground.
 - c. Plans under 8 feet shall be trimmed to allow ground level surveillance.

ADMINISTRATIVE SERVICES

1. By exercising this approval, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Site Plan Review and Conditional Use Permit to the fullest extent permitted by law.

SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

See attached memorandum dated June 21, 2023.



Environmental Health Department

Jasjit Kang, REHS, Director

Muniappa Naidu, REHS, Assistant Director

PROGRAM COORDINATORS

Jeff Carruesco, REHS, RDI

Will Ng, REHS

Steven Shih, REHS

Elena Manzo, REHS

Natalia Subbotnikova, REHS

June 21, 2023

To: City of Lathrop Community Development Department Planning Division
Attention: David Niskanen

From: Cesar Ruvalcaba (209) 953-6213
Lead Senior Registered Environmental Health Specialist

OK

RE: CUP-23-08, SPR-23-09, Referral, SU0015642, SU0015641
14101 S. Manthey Road (APN: 192-020-14)

The San Joaquin County Environmental Health Department (EHD) recommends the following conditions as a part of developing this project:

1. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-601.010(b) and 9-601.020(i)).
2. Any abandoned wells or septic systems shall be destroyed under permit and inspection by the EHD (San Joaquin County Development Title, Section 9-605.010 & 9-601.020)

**ENVIRONMENTAL CHECKLIST
SUMMARY OF PROJECT REQUIREMENTS**

Summary of CEQA Project Requirements for the Ashley Warehouse Project

Requirement AG-1: Implement Lathrop Municipal Code Chapter 3.40 AGRICULTURAL MITIGATION FEE Section 3.40.030 Collection of Agricultural Mitigation Fee.

The Agricultural Mitigation Fee enacted pursuant to this chapter is to be collected by the city before the issuance of building permits, or at approval of any discretionary permit if no building permit is required. (Ord. 05-248 § 1)

Requirement AG-2: Require all development to coordinate with and participate with SJCOG in the SJMSCP Agricultural Mitigation Fee program as required.

Requirement AQ-1: Comply with SJVAPCD Rule 9510 Indirect Source Review

Requirement AQ-2: Comply with SSJVAPCD Regulation VIII for all sites and implementation control measures indicated in Tables 6-2 and 6-3 of the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts.

Requirement BIO-1: Compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP)

Requirement BIO-2: Compliance with the mitigation recommendations included within Biological Resources Analysis Report (Attachment A).

- VELB Buffer and/or Survey – VELB is a species covered by the SJMSCP (SJCOG 2000), and the incidental take minimization and mitigation measures outlined in the document are as follows:
“In areas with elderberry bushes, as indicated by the SJMSCP Vegetation Maps or per a preconstruction survey identification or other sources indicated in Section 5.2.2.3, the following shall occur:
 - A. If elderberry shrubs are present on the project site, a setback of 20 feet from the dripline of each elderberry bush shall be established.
 - B. Brightly colored flags or fencing shall be placed surrounding elderberry shrubs throughout the construction process.
 - C. For all shrubs without evidence of VELB exit holes which cannot be retained on the project site as described in A and B, above, the JPA shall, during preconstruction surveys, count all stems of 1" or greater in diameter at ground level. Compensation for removal of these stems shall be provided by the JPA within SJMSCP Preserves as provided in SJMSCP Section 5.5.4(B).
 - D. For all shrubs with evidence of VELB exit holes, the JPA shall undertake transplanting of elderberry shrubs displaying evidence of VELB occupation to VELB mitigation sites during the dormant period for elderberry shrubs (November 1 - February 15). For elderberry shrubs displaying evidence of VELB occupation which cannot be transplanted, compensation for removal of shrubs shall be as provided in SJMSCP Section 5.5.4 (C).”

If the elderberry shrub can be maintained on the project site, then a 20 ft. setback will need to be established around the shrub (See Figure 11). If the shrub cannot be maintained on the project site, then VELB exit hole surveys consistent with the USFWS protocol (USFWS 2017) will be performed prior to any ground disturbance. Depending on the results of this survey, either mitigation measure C or D above will be used.

- Pre-construction Reptile Survey – Both California glossy snake and San Joaquin coachwhip have a low potential to occur on the Property and therefore a pre-construction survey should be performed no more than 48 hours prior to ground disturbance or vegetation removal. Surveys would be required to determine presence/absence of this species. If the species are found to occur on the project site, then passive relocation methods should be attempted before ground disturbance.
- Pre-Construction Avian Survey – If project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds and raptors (birds of prey) in large trees adjacent to the project site should be conducted by a competent biologist 14 days prior to the commencement of the tree removal or site grading activities. Specific attention should be paid to the active Swainson’s hawk nest that was identified across Dos Reis Road from the project site. As per the Incidental Take Minimization Measures for Swainson’s hawk that are outlined in Section 5.2.4.11 of the SJMSCP (SJCOG 2000):

“If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest.”

The dripline for the tree where the Swainson’s hawk nest was observed is estimated to be 25 feet, making the required buffer for this nest 50 feet. The nest location and buffer are shown in Figure 11.

If any other birds listed under the Migratory Bird Treaty Act are found to be nesting within the project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 50 feet from the project activities for passerine birds, and a minimum of 250 feet for other raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s).

- Burrowing Owl Surveys – Burrowing owls were not identified on the project site during May 2021 survey. However, a burrowing owl pre-construction survey should take place before any construction activities commence. It is recommended that they be conducted whenever burrowing owl habitat or sign is encountered on or adjacent to (within 150 meters) a project site. Occupancy of burrowing owl habitat is confirmed at a site when at least one burrowing owl or its sign at or near a burrow entrance is observed within the last three years. If a burrowing owl or sign is present on the project site three additional protocol level surveys will be initiated. As per the incidental take minimization and mitigation measures outlined in the SJMSCO (SJCOG 2000): If burrowing owls are identified and work is to commence during the non-breeding season (September 1 through January 31), then the owls should be evicted from the project site by passive relocation as described in the CDFW’s report on burrowing owls (1995). If work occurs during the breeding season (February 1 through August 31) then the burrows shall not be disturbed and will be provided with a 75-meter protective buffer. However, if it is determined that the birds have not begun laying eggs, or the juveniles from the occupied burrows are foraging independently and are capable of independent survival, then the burrows can be destroyed.

- Erosion Control – Grading and excavation activities could expose soil to increased rates of erosion during construction periods. During construction, runoff from the warehouse site could adversely surrounding habitats and cause increased particulate matter to enter the storm drain system. Implementation of appropriate mitigation measures would ensure that impacts to aquatic systems would be avoided or minimized. Mitigation measures may include best management practices (BMP's) such as hay bales, silt fencing, placement of straw mulch and hydro seeding of exposed soils after construction as identified in the Storm Water Pollution Prevention Plan (SWPPP).

Requirement CUL-1: Implement General Plan Action: RR 3b

- RR-3b: Require all new development, infrastructure, and other ground-disturbing projects to comply with the following conditions in the event of an inadvertent discovery of cultural resources or human remains:
- A. If construction or grading activities result in the discovery of significant historic or prehistoric archaeological artifacts or unique paleontological resources, all work within 100 feet of the discovery shall cease, the Community Development Director shall be notified, the resources shall be examined by a qualified archaeologist, paleontologist, or historian for appropriate protection and preservation measures; and work may only resume when appropriate protections are in place and have been approved by the Community Development Director; and
 - B. If human remains are discovered during any ground disturbing activity, work shall stop until the Community Development Director and the San Joaquin County Coroner have been contacted. If the human remains are determined to be of Native American origin, the Native American Heritage Commission and the most likely descendants shall be consulted; and work may only resume when appropriate measures have been taken and approved by the Community Development Director.

Requirement GEO-1: Implement recommendations presented in the Preliminary Geotechnical Engineering Report. Prepared by: Terracon Consultants, Inc. during the project design and construction.

Requirement HAZ-1: If the project will store, transport or handle hazardous materials the project shall be required to prepare and file a Hazardous Materials Business Plan (HMBP) with the City prior to issuance of Certificate of Occupancy.

Project Requirement Hydro-1: The project applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that includes specific types and sources of stormwater pollutants, determine the location and nature of potential impacts, and specify appropriate control measures to eliminate impacts on receiving water quality from stormwater runoff. The SWPPP shall require treatment BMPs that incorporate, at a minimum, the required hydraulic sizing design criteria for volume and flow to treat projected stormwater runoff. The SWPPP shall comply with the most current standards established by the RWQCB, and the Lathrop Storm Water Program. Best Management Practices shall be subject to approval by the City Engineer and RWQCB.

Project Requirement Hydro 2: Prior to approval of the building permit, the project applicant shall submit a detailed Stormwater Control Plan constant with General Plan Action PFS-4.5, and the criteria set forth in the Lathrop Stormwater Program.

Requirement N-1: Implement General Plan Policy N-1.15, and Lathrop Municipal Code Section 8.20.110 (Construction of buildings and projects).

N-1.15 Construction Noise. Require construction activities to reduce noise impacts on adjacent uses to the criteria identified in Table N-3, or, if the criteria cannot be met, to the maximum extent feasible complying with Title 15 of the LMC (Building and Construction) and use best practices. Construction activities outside of the permitted construction hours identified in the LMC may be approved on a case-by-case basis by the Building Official.

Lathrop Municipal Code Section 8.20.110 (Construction of buildings and projects) "It shall be unlawful for any person within a residential zone or within a radius of five hundred (500) feet therefrom, to operate equipment or perform any outside construction or repair work on buildings, structures or projects or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction type device between the hours of ten p.m. of one day and seven a.m. of the next day, or eleven p.m. and nine a.m. Fridays, Saturdays and legal holidays, in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance unless beforehand a permit therefore has been duly obtained from the office or body of the city having the function to issue permits of this kind. No permit shall be required to perform emergency work as defined in Sections 8.20.010 through 8.20.040. (Prior code § 99.40)"



ATTACHMENT " C "

September 5, 2024

Rick Caguiat
City of Lathrop
Director of Community Development
390 Towne Centre Drive
Lathrop, CA 95330

Mr. Caguiat,

As we enter the next phase and increase our financial obligations it is important to further clarify the City Council's interpretation of certain provisions in the Conditional Use Permit. Therefore, we are requesting the City Council clarify two aspects of the Project CUP.

With respect to our first request for clarification, per Lathrop Municipal Code Section 17.112, the CUP runs with the land. The Project approvals authorize the development of the Project as contemplated in the CLSP-Phase 2, zoning, and CUP as long as the future end user complies with Project approvals, including the CUP Conditions of Approval.

However, after discussion with staff, we are requesting the Council clarify that the CUP is valid for any use of the property that is (i) within the level of development and allowable land uses contemplated in the CUP, and (ii) the development is consistent with the Conditions of Approval. We also request that the Council clarify that no further environmental review would be required as long as a change to the Ashley Furniture Project is within the level of development and type of land uses (including warehouse, distribution, retail and office, individually or combined) that were evaluated in the City's certified General Plan EIR and the adopted CEQA Guidelines Section 15183 consistency analysis for the Ashley Furniture Project. We would envision that the Project would continue to comply with all conditions related to traffic including routing all trucks to the north (with only the smaller delivery trucks to the south), constructing the necessary off-sites and installing the agreed traffic mitigation matters among other elements.

Clarification Regarding CUP Condition of Approval (Public Works) #5

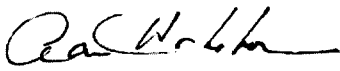
Secondly, as the City is aware, Ashley completed traffic counts at Lathrop Road/I-5 NB Ramp in accordance with CUP Condition of Approval (Public Works) #5 prior to the City Council's approval of the Project CUP. We request that the City Council confirm that no further traffic counts are required at this location so long as the development complies with the existing approved traffic counts/use authorized by the approved CUP.

Request for reset of the 3-year time period from approval of CUP

Lastly, due to market and economic uncertainty which has delayed the original project from moving forward coupled with the potential for continued marketing of the site to a different user, preparation of plans, engineering, budgeting, we request that the 3-year time period from the original approved CUP be reset effective from the date of the approved amended CUP.

We look forward to working with staff to document this interpretation in a resolution or other such documents recommended by staff.

Regards,



Aaron W. Hodgdon

ITEM 5.3

**CITY MANAGER’S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CITY OF LATHROP 2024 CAPITAL FACILITY FEE UPDATE STUDY AND THE FEES RECOMMENDED THEREIN

RECOMMENDATION: Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt a Resolution to Approve the City of Lathrop 2024 Capital Facility Fee Study Update and the Fees Recommended Therein

SUMMARY:

Capital Facilities Fees (CFFs) are necessary to provide a revenue source by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure, community facilities, and entitlements. The current City of Lathrop CFFs do not reflect the recently approved general plan and are insufficient to provide adequate revenue for the construction of various improvements.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the City of Lathrop 2024 Capital Facilities Fees Study Update, included as Attachment “B”, and the fees and capital improvements recommended therein.

BACKGROUND:

In 2021, City Council adopted updates to the specific plan for Phase 2 of River Islands (aka Stewart Tract), which increased the number of residential units allowed in the project. In September 2022, City Council adopted updates to the City’s General Plan (the “2022 General Plan”). The update changed the zoning within Phase 2 of the Central Lathrop Specific Plan (“CLSP”) area from a mix of residential and commercial land uses to limited industrial uses.

On December 11, 2023, City Council approved amendments to the CLSP for Phase 2 to make it consistent with the 2022 General Plan. As a result, many of the existing CFFs that apply to CLSP and River Islands need to be updated to ensure that the fees being charged are appropriate for the new land uses. Additionally, in some cases the facilities needed to serve the new land uses have changed since the CFFs were last updated.

City staff retained Goodwin Consulting Group to assist in updating the City’s CFF program. As new development progresses throughout the City, it is critical that fees in the CFF program be updated regularly to ensure that CFF rates keep up with changes in infrastructure and zoning as well as the rising costs of infrastructure,

CITY MANAGER’S REPORT **PAGE 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE
CITY OF LATHROP 2024 CAPITAL FACILITY FEE UPDATE STUDY AND THE
FEES RECOMMENDED THEREIN

Many of the CFFs in the City’s CFF program have only been adjusted for inflation based on the Engineering News Record (“ENR”) 20-City Construction Cost Index (“ENR 20-City CCI” or “CCI”). Although they are not being updated in this City of Lathrop Capital Facilities Fees Study Update (“Fee Study”), these CFFs are still presented to summarize all the fees in the CFF program.

Furthermore, in certain developments, the City is restricted by development agreements to limit the annual increase of their CFFs to the rate of inflation only, as determined by the change in the ENR 20-City CCI. The following fees presented in this Fee Study are either new or an update of an existing CFF:

- North Lathrop Transportation Impact Fee (update)
- West/Central Lathrop Regional Transportation CFF (update)
- Culture and Leisure CFF – Facilities Component (update)
- CLSP In-Lieu Community Parks Dedication CFF (update)
- CLSP Neighborhood Park CFF (update)
- CLSP Entitlements Fee for CLSP Phases 1 and 2 (update)
- CLSP Prior Developer Account Open Items Fee (update)
- CLSP Entitlements Fee for CLSP Phase 2 (new)
- CLSP Storm Drainage System Improvements – Watershed 4 CFF (update)
- CLSP Water Tank #1 CFF (update)
- Municipal Service Facilities CFF (update)
- CLSP Sewer/Recycled Water System CFF (update)
- Culture and Leisure CFF – Park Component (unit conversion)
- CLSP Community Park CFF (unit conversion)
- WLSP Regional Transportation Impact Fee (new category and unit conversion)
- Offsite Roadway Improvements CFF (new category and unit conversion)

The fees associated with this study will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised cost, or changes in land uses or development plans. In addition to such adjustments, each year the CFFs will be adjusted by the change in the Engineering News Record 20-City CCI over the prior calendar year. This Fee Study adjusted costs in this report based on the ENR 20-City CCI value of 13,514.76 for December 2023.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the City of Lathrop 2024 Capital Facilities Fees Study Update, included as Attachment “B”, and the fees and capital improvements recommended therein.

REASON FOR RECOMMENDATION:

The current City of Lathrop CFFs do not reflect the recent change in the general plan and are insufficient to provide adequate revenue for the construction of various improvements. Therefore, staff requests that City Council adopt a resolution

CITY MANAGER'S REPORT **PAGE 3**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE
CITY OF LATHROP 2024 CAPITAL FACILITY FEE UPDATE STUDY AND THE
FEES RECOMMENDED THEREIN

approving the City of Lathrop 2024 Capital Facilities Fees Study Update, included as Attachment "B", and the fees recommended therein.

FISCAL IMPACT:


There is no budget impact to the City as the CFFs will be collected from new development at building permit issuance and used to fund or reimburse the cost of construction of the facilities.

ATTACHMENTS:

- A. Resolution Approving the City of Lathrop 2024 Capital Facility Fees Update Study and the Fees Recommended Therein
- B. City of Lathrop 2024 Capital Facilities Fees Study Update, dated September 17, 2024

CITY MANAGER'S REPORT **PAGE 4**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE
CITY OF LATHROP 2024 CAPITAL FACILITY FEE UPDATE STUDY AND THE
FEES RECOMMENDED THEREIN

APPROVALS



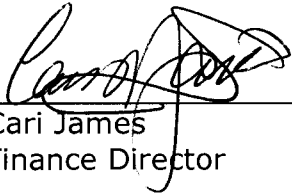
Bellal Nabizadah
Assistant Engineer

9/26/24
Date



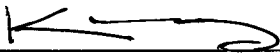
Brad Taylor
City Engineer

9/26/2024
Date



Cari James
Finance Director

10/7/2024
Date




Michael King
Assistant City Manager

9-26-2024
Date



Salvador Navarrete
City Attorney

9-26-2024
Date



Stephen J. Salvatore
City Manager

10-7-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADOPT THE CITY OF LATHROP 2024 CAPITAL FACILITY FEE UPDATE STUDY AND THE FEES RECOMMENDED THEREIN

WHEREAS, in 2021, City Council adopted updates to the specific plan for Phase 2 of River Islands (aka Stewart Tract), which increased the number of residential units allowed in that project. In September 2022, City Council adopted updates to the City's General Plan (the "2022 General Plan"). The update changed the zoning within Phase 2 of the Central Lathrop Specific Plan ("CLSP") area from a mix of residential and commercial land uses to limited industrial uses; and

WHEREAS, on December 11, 2023, City Council approved amendments to the CLSP for Phase 2 to make it consistent with the 2022 General Plan. As a result, many of the existing Capital Facilities Fees (CFFs) that apply to CLSP and River Islands need to be updated to ensure that the fees being charged are appropriate for the new land uses. Additionally, in some cases the facilities needed to serve the new land uses have changed since the CFFs were last updated; and

WHEREAS, as new development progresses throughout the City it is critical that fees in the CFF program be updated regularly to ensure that CFF rates keep up with changes in infrastructure and zoning as well as the rising costs of infrastructure, facilities, and land. City staff retained Goodwin Consulting Group to assist in updating the City's CFF program; and

WHEREAS, many of the CFFs in the City's CFF program have only been adjusted for inflation based on the Engineering News Record ("ENR") 20-City Construction Cost Index ("ENR 20-City CCI" or "CCI"). Although they are not being updated in this City of Lathrop Capital Facilities Fees Study Update ("Fee Study"), these CFFs are still presented to summarize all the fees in the CFF program; and

WHEREAS, in certain developments, the City is restricted by development agreements to limit the annual increase of their CFFs to the rate of inflation only, as determined by the change in the ENR 20-City CCI. The following fees presented in this Fee Study are either new or an update of an existing CFF:

- North Lathrop Transportation Impact Fee (update)
- West/Central Lathrop Regional Transportation CFF (update)
- Culture and Leisure CFF – Facilities Component (update)
- CLSP In-Lieu Community Parks Dedication CFF (update)
- CLSP Neighborhood Park CFF (update)
- CLSP Entitlements Fee for CLSP Phases 1 and 2 (update)
- CLSP Prior Developer Account Open Items Fee (update)
- CLSP Entitlements Fee for CLSP Phase 2 (new)
- CLSP Storm Drainage System Improvements – Watershed 4 CFF (update)
- CLSP Water Tank #1 CFF (update)

- Municipal Service Facilities CFF (update)
 - CLSP Sewer/Recycled Water System CFF (update)
 - Culture and Leisure CFF – Park Component (unit conversion)
 - CLSP Community Park CFF (unit conversion)
 - WLSP Regional Transportation Impact Fee (new category and unit conversion)
 - Offsite Roadway Improvements CFF (new category and unit conversion)
- and;

WHEREAS, the fees associated with this study will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised cost, or changes in land uses or development plans. In addition to such adjustments, each year the CFFs will be adjusted by the change in the Engineering News Record 20-City CCI over the prior calendar year. This Fee Study adjusted costs in this report based on the ENR 20-City CCI value of 13,514.76 for December 2023; and

WHEREAS, Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the City of Lathrop 2024 Capital Facilities Fees Study Update, included as Attachments "B" to the October 14, 2024 City Manager's Report, and the fees recommended therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby adopt the City of Lathrop 2024 Capital Facilities Fees Study Update, dated September 17, 2024 included as Attachment "B" to the City Manager's Report that accompanied this Resolution and incorporated herein by this reference and Council hereby adopts the fees and the capital improvements recommended therein and adds the fees to the Capital Facility Fee Program based on findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.) specifically Council hereby makes all of the following findings:

1. The purpose of the CFFs is to provide funding for the Facilities identified in this Nexus Study. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. New residential and non-residential development will generate additional demand for the facilities identified in this Fee Study. The facilities included in this Fee Study will ensure that the City will maintain the desired level of service to all areas in the City.
3. CFF revenue collected will fund the facilities included in this Fee Study. These facilities will serve development in the City and the proposed fees in this Fee Study are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements.
4. A reasonable relationship between the amount of each CFF and the cost of the public facility is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or the impact that a land use will have on a facility.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

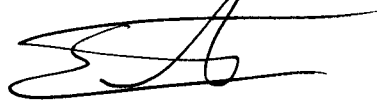
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



CITY OF LATHROP
2024 CAPITAL FACILITIES FEES STUDY
UPDATE



September 17, 2024

CITY OF LATHROP
CAPITAL FACILITIES FEES STUDY UPDATE

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EXECUTIVE SUMMARY

PURPOSE OF THE CFF UPDATE

The City of Lathrop (“City”) retained Goodwin Consulting Group to assist it in updating the City’s Capital Facilities Fee (“CFF”) program. As new development occurs throughout the City it is critical that fees in the CFF program be updated regularly to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land.

In 2021, the City Council (“Council”) adopted updates to the specific plan for Phase 2 of River Islands (aka Stewart Tract), which increased the number of residential units allowed in that project. In September 2022, the Council adopted updates to the City’s General Plan (the “2022 General Plan”). The update changed the zoning within Phase 2 of the Central Lathrop Specific Plan (“CLSP”) area from a mix of residential and commercial land uses to limited industrial uses. On December 11, 2023, the Council approved amendments to the CLSP for Phase 2 to make it consistent with the 2022 General Plan (the “CLSP Phase 2 Amendments”). As a result, many of the existing CFFs that apply to CLSP and River Islands need to be updated to ensure that the fees being charged are appropriate for the new land uses. Additionally, in some cases the facilities needed to serve the new land uses have changed since the CFFs were last updated.

Many of the CFFs in the City’s CFF program have only been adjusted by the City for inflation for 2024 based on the Engineering News Record (“ENR”) 20-City Construction Cost Index (“ENR 20-City CCI” or “CCI”). Although they are not being updated in this *City of Lathrop Capital Facilities Fees Study Update* (“Fee Study”), these CFFs are still presented to summarize all the fees in the CFF program. Furthermore, in certain developments, the City is restricted by development agreements to limit the annual increase of their CFFs to the rate of inflation only, as determined by the change in the ENR 20-City CCI. The following fees presented in this Fee Study are either new or an update of an existing CFF:

- North Lathrop Transportation Impact Fee (update)
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- CLSP Prior Developer Account Open Items Fee (update)
- CLSP Entitlements Fee for CLSP Phase 2 (new)

- CLSP Storm Drainage System Improvements – Watershed 4 CFF (update)
- CLSP Water Tank #1 CFF (update)
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- Culture and Leisure CFF – Park Component (fee conversion)
- CLSP Community Park CFF (fee conversion)
- WLSP Regional Transportation Impact Fee (new category and fee conversion)
- Offsite Roadway Improvements CFF (new category and fee conversion)

NORTH LATHROP TRANSPORTATION IMPACT FEE

The City adopted the North Lathrop Transportation Impact Fee in January 2011. This fee was created to provide funding for improvements to the Roth Road/I-5 interchange needed due to the projected impacts from specific development projects in the North Lathrop Area. The projects include several developments planned within the City, including CLSP Phase 2, as well as areas in San Joaquin County and the City of Manteca. In June 2024, the San Joaquin Council of Governments adopted an update to its San Joaquin Regional Transportation Impact Fee (“San Joaquin RTIF”) which included a portion of the cost of the interchange improvements. Thus, to avoid double-collecting fees for the same interchange improvements, the costs to be included in this fee were reduced by the amounts to be funded through the San Joaquin RTIF. It is important to note that the daily trips estimated from each development subject to the fee have not been updated in this Fee Study. Another update will need to be considered in the future once the traffic impacts to this interchange have been re-analyzed in light of the changes to CLSP Phase 2.

WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION CFF

The West/Central Lathrop Regional Transportation CFF (“WCLRT CFF”) was created in 2003 to supplement funding for transportation facilities needed for the West Lathrop Specific Plan Area. This area includes CLSP, Mossdale Village, and River Islands. This Fee Study primarily updates the allocation of project costs and the dwelling unit equivalents (“DUEs”) based on the *City of Lathrop Transportation Facility Cost Allocation Study* prepared by Fehr & Peers, dated May 17, 2024. The capital improvement plan for the WCLRT CFF currently includes 32 transportation projects. This Fee Study updates the list of projects to add three new traffic signals, adjust the costs of existing projects, and update the funding contributions expected from the San Joaquin RTIF and the West Lathrop Specific Plan RTIF (“WLSP RTIF”). Finally, the fee calculation has been changed to allocate the costs uniformly to all projects in the West Lathrop Specific Plan Area rather than separately for each project.

CULTURE AND LEISURE CFF – FACILITIES COMPONENT

The City originally created the Culture and Leisure CFF in 1990. This CFF has been updated many times since its inception, including most recently in 2005. The CFF is comprised of three components: the Facilities Component, the Neighborhood Parks Component, and the Community Parks Component. This Fee Study only updates the Facilities Component; the two parks components have only been adjusted for inflation using the ENR 20-City CCI and converted to be charged on a square footage basis, as described later in this Fee Study.

The primary update to the Facilities Component of this CFF was to consolidate the list of facilities into a single planned community center. The community center, which is estimated to cost \$90 million, will serve the same functions and replace the prior planned facilities. The community center will also serve the function of the performing arts center, which is a facility included in the City’s Municipal Service Facilities CFF. Therefore, the estimated cost of the performing arts center was deducted from the cost of the planned community center to avoid double counting these costs. Finally, this CFF was updated to use the new projected buildout population from the 2022 General Plan.

CLSP IN-LIEU COMMUNITY PARKS DEDICATION CFF

The Assignment and Amendment of Development Agreement By and Between the City of Lathrop, Saybrook, LLC Relating to the Central Lathrop Specific Plan (the “DA”) states that the City shall establish an in-lieu fee to fund the acquisition of community park land in CLSP. To fulfill this requirement, the City created the CLSP In-Lieu Community Parks Dedication CFF in 2019. This fee will be paid by any developer in CLSP that cannot dedicate their fair share of community park land. Fee revenue from this CFF will also be used to reimburse any developer that over-dedications their fair-share of community park land.

The DA states that the CLSP will include 70 gross acres of community parks, including 47.3 acres of community-serving recreation and sports complex parks and 22.7 acres of enhanced linear parks. The total acreage was later reduced to 63.2 acres as a result of land use reassignment by the City Council on July 9, 2018. The community and linear park land had an estimated value in the DA of \$175,000 per acre in 2016. This cost was inflated by the ENR index and has a value of \$224,600 in 2024 dollars. The total value of the 57.44 acres of community park land is \$12.9 million. The Generation Center land has an estimated value of \$324,860 per acre in 2024 dollars and a total value of \$1.9 million. The 63.2 acres of community park land have a total value of \$14.8 million. A total of 43.86 acres has been dedicated to the City.

With the rezoning of land in CLSP Phase 2 from residential to limited industrial, the anticipated number of units subject to this fee has substantially decreased to just those remaining in CLSP Phase 1. Due to other rezonings within Phase 1, there are more multi-family units planned than was previously assumed, but this does not completely offset the loss of residential units in Phase 2. This CFF has been updated to document the approximately \$3.1 million total cost of community park land that cannot be funded through the CFF due to the disproportionate impact it would have on remaining development in CLSP Phase 1. Additionally, the City has provided new estimates of the number of persons per household for single family property and multi-family property, which impacts the allocation of costs between those land uses.

CLSP NEIGHBORHOOD PARK CFF

The DA states that the City shall establish a fee to fund neighborhood park development costs for the CLSP. The DA also states that the CLSP will include 45 gross acres of neighborhood park land, consisting of nine neighborhood parks, each serving a defined residential area, and a Town Common, serving the Lathrop Center. The City created the CLSP Neighborhood Park CFF to fulfill this requirement of the DA. The cost to construct the CLSP neighborhood park improvements was estimated to be \$250,000 per acre in 2005 and subsequently was inflated to \$298,501 per acre in 2016, based on the CCI. In 2020, this fee was updated based on the actual park costs for the first neighborhood park constructed in Phase 1A of Stanford Crossing, which were \$390,251 per acre in 2020 or \$466,703 per acre in 2024. This park development cost was applied to all planned parks.

The CFF has now been updated based on the actual costs to develop all four neighborhood parks within Phase 1 of CLSP. The average park cost per acre is \$437,261, which is around 6% lower than what was projected in the prior nexus study update. Additionally, the City has provided new estimates of the number of persons per household for single family property and multi-family property, which impacts the allocation of costs between those land uses. Finally, there were other rezonings within Phase 1 of CLSP that increased the number of multi-family units expected within Phase 1.

CLSP ENTITLEMENTS FEE FOR CLSP PHASES 1 AND 2

In 2019, the City adopted the CLSP Entitlements Fee for CLSP Phases 1 and 2. In the past, this has simply been referred to as the “CLSP Entitlements Fee”. This fee is an Entitlement Fee pursuant to Government Code Section 65456. The total entitlement cost includes the cost of preparing, adopting, and/or certifying, administering, and defending the CLSP, the CLSP EIR, and

all other related documents and approvals benefiting CLSP property. Project costs include any amounts Richland Planned Communities (“Richland” or the “Prior Developer”), or Saybrook CLSP, LLC (“Saybrook”) paid directly or disbursed from a reimbursement account held by the City. The total estimated cost of entitlements, as shown in Exhibit D3 of the DA, was \$3.4 million in 2016. This cost increases to \$4.4 million when inflated to 2024 dollars using the ENR 20-City CCI. The CLSP entitlements benefit all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP Phases 1 and 2 based on developable net acreage. Originally, total estimated net acreage in CLSP was estimated to be 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads. However, with the rezoning of CLSP Phase 2, a total of approximately 41.1 acres of land was rezoned from these excluded land uses to limited industrial, so the total estimated acreage has risen to 1,169.7 net acres. This fee will continue to apply to new development in CLSP Phase 1 and 2.

CLSP PRIOR DEVELOPER ACCOUNT OPEN ITEMS FEE

The CLSP Prior Developer Account Open Items Fee is also a City planning fee pursuant to Government Code 65456. The total CLSP Prior Developer Account Open Items cost includes the cost of City staff time spent on the entitlement process for the CLSP. The total estimated cost, as shown in Exhibit D3 of the DA, was \$190,864 in 2016. This cost increases to \$244,965 when inflated to 2024 dollars using the ENR 20-City CCI. City staff efforts associated with the entitlement process provide benefit to all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP based on developable net acreage. Originally, total estimated net acreage in CLSP was estimated to be 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads. However, with the rezoning of CLSP Phase 2, a total of approximately 41.1 acres of land was rezoned from these excluded land uses to limited industrial, so the total estimated acreage has risen to 1,169.7 net acres. This fee will continue to apply to new development in CLSP Phase 1 and 2.

CLSP ENTITLEMENTS FEE FOR CLSP PHASE 2

The CLSP Entitlements Fee for CLSP Phase 2 is also a City planning fee pursuant to Government Code 65456. The total entitlement cost includes the cost of preparing, adopting and/or certifying, administering, and defending the amendments to CLSP, the CLSP EIR, and all other related documents and approvals relating to the CLSP Phase 2 Amendments. Project costs include any amounts the Phase 2 developer paid to facilitate the CLSP Phase 2 Amendments. The total cost of entitlements is \$457,976 in 2024 dollars. The CLSP Phase 2 Amendments benefit all development in the CLSP Phase 2 area and therefore the total cost is allocated proportionately to properties in CLSP Phase 2 based on developable net acreage. The total estimated net acreage in CLSP Phase

2 is approximately 618.0 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads. This fee shall only apply to development in CLSP Phase 2.

CLSP STORM DRAINAGE SYSTEM IMPROVEMENTS – WS4 CFF

Section 7.05.4. of the DA states that Saybrook shall provide storm drain facilities adequate to accommodate the storm water runoff from the area. Exhibit D3 in the DA identifies the construction costs for storm drainage improvements for Watershed 2 (“WS2”) and Watershed 4 (“WS4”). These storm drainage facilities have been constructed by Saybrook and Richland for the project. As of the date of this Fee Study, there are no material changes to WS2 facilities or land uses, so that CFF does not need to be updated.

WS4 system improvements include pipelines, manholes, and a shared pump station. The total cost of storm drainage system improvements for WS 4 is \$5,286,045 in 2017. An additional \$899,130 in improvements was identified in 2021. These 2017 and 2021 costs were inflated by the ENR 20-City CCI to 2024 dollars and additional pump station improvements totaling \$941,000 increased the cost to \$8,759,585 in 2024 dollars. These facilities will serve development in WS4 and therefore the total cost is allocated proportionately to properties in WS4 based on net acreage. In the prior CFF update, total net acreage in WS4 was 180.9 acres and this excluded City-owned property, parcels planned for future parks, and public roads. For the updates in this Fee Study, the City has added additional parcels to the WS4 area, bringing the total net acreage to 217.0 acres. The area is planned for office/commercial development with a small area planned for multi-family development and one parcel planned for industrial development.

CLSP WATER TANK #1 CFF

Water Tank #1 improvements include all construction and installation costs for the CLSP Water Tank #1. The total cost of Water Tank #1 is \$4,774,309 in 2021 dollars. The 2021 cost was inflated by the ENR 20-City CCI to 2024 dollars, which resulted in a total cost of \$5,491,596. Water Tank #1 will serve a portion of the CLSP area identified in the Stanford Crossing Water Tank #1 Development Area Exhibit (Exhibit 5) in this report. The total cost is allocated to all development in the applicable area proportionately based on the relative water demand (gallons per day) of each planned land use. The total estimated daily demand in the Water Tank #1 area is estimated to be 1,006,577 gallons per day upon buildout of the expected land uses. This area is planned for variable density residential, mixed-use residential, neighborhood commercial, office/commercial, and a neighborhood park. This CFF has been updated with revised water demand factors and new areas to be served by Water Tank #1.

MUNICIPAL SERVICE FACILITIES CFF

The Municipal Service Facilities CFF includes the costs of facilities to provide municipal services within the City. This includes the costs of police, animal control, City Hall, corporation yard, fleet maintenance, and wireless network facilities. Since these services are provided to residents and employees Citywide, all new development in the City pays this fee. The fee is allocated to new development based on the estimated persons per household or square footage per employee for residential development and non-residential development respectively. The cost of police facilities has been updated based on the actual costs of the first police station, which was constructed in 2021. The City provided an update to its facility needs for City Hall to remove space previously allocated for the fire department. The estimated cost of the fleet maintenance facility was separated from the corporation yard cost estimate. Per feedback from the City, the persons per household assumptions and square foot per employee assumptions have been updated. Finally, the CFF calculation has been updated with the new buildout population and employee estimates from the 2022 General Plan.

CLSP SEWER/RECYCLED WATER SYSTEM CFF

Saybrook, the primary developer of the CLSP area, has constructed sewer and recycled water backbone facilities that will serve the CLSP area. The updated facilities include additional costs for a pump station, force mains, sewer pipelines, and recycled water pipelines. After a revision to the estimated costs for additional sewer work for force mains, the total cost of these facilities in 2024 dollars is \$20.2 million. In order for the City to reimburse the developer for oversizing these facilities, the CLSP Sewer/Recycled Water System CFF must be updated to include the additional facilities costs.

In addition to the updated cost for additional work on force mains mentioned above, this CFF has been updated to create a separate fee for limited industrial and dry warehouse land uses. The sewer costs are allocated to new development within CLSP based on the relative sewer demand of the various land uses based on wastewater flow factors (gallons per day per unit or per acre). Those wastewater flow factors were also updated by the City for this Fee Study. Finally, the expected land uses in the fee calculation have been updated based on the changes from the CLSP Phase 2 Amendments.

CULTURE AND LEISURE CFF – PARK COMPONENT

The City originally created the Culture and Leisure CFF in 1990. This CFF has been updated many times since its inception, including most recently in 2005. The CFF is comprised of three

components: the Facilities Component, the Neighborhood Parks Component, and the Community Parks Component. This Fee Study does not update the two Park Components. Instead, it only provides a conversion of the existing fee from a fee per dwelling unit to a fee per building square foot. This makes the CFF consistent with how the other park fees are proposed in this Fee Study.

CLSP COMMUNITY PARK CFF

The CLSP Community Park CFF was last updated per section 7.06.2.3 of the DA to reflect increased community park development costs within CLSP. This Fee Study does not update the CLSP Community Park CFF. Instead, it only provides a conversion of the existing fee from a fee per dwelling unit to a fee per building square foot. This makes the CFF consistent with how the other park fees are proposed in this Fee Study.

WLSP REGIONAL TRANSPORTATION IMPACT FEE

The WLSP RTIF was originally created in 1997 to mitigate the impacts of development within WLSP. The facilities funded through this fee partially overlap with both the San Joaquin RTIF and the WCLRT CFF. The WLSP RTIF was reduced following the creation of the San Joaquin RTIF to account for that overlap. This Fee Study does not update the WLSP RTIF. Instead, it provides a new category and fee for industrial/warehousing developments based on the relative dwelling unit equivalent factors between retail commercial and industrial/warehousing land uses. Additionally, this fee provides a conversion of the fee for residential land uses from a fee per dwelling unit to a fee per building square foot. This makes the fee consistent with how the other transportation fees are proposed in this Fee Study.

OFFSITE ROADWAY IMPROVEMENTS CFF

The Offsite Roadway Improvements CFF was created in 2007 to fund the costs of improvements needed at six specific intersections impacted by the proposed CLSP development. This Fee Study does not update the Offsite Roadway Improvements CFF. Instead, it provides a new category and fee for industrial/warehousing developments based on the relative trip rates between retail commercial and industrial/warehousing land uses. Additionally, this fee provides a conversion of the fee for residential land uses from a fee per dwelling unit to a fee per building square foot. This makes the fee consistent with how the other transportation fees are proposed in this Fee Study.

FEE SCHEDULE

Table ES-1, which is included at the end of this section, summarizes the fees in the CFF program. Fees shown in blue text have been created or updated in this Fee Study. The remaining fees, shown in black text, have not been updated aside from annual inflation adjustments. The CFF fee schedule includes 11 separate development areas with each having a different fee schedule. The City inflated all CFF fees in January 2024 based on the CCI value of 13,514.76 for December 2023. Prior to this increase, the CFF fees were based on the December 2022 CCI value of 13,175.00. Based on the increased value of the CCI since December 2022, the City increased the fees in its CFF program by 2.58% in 2024. The City also levies a 3.0% administration fee to the cumulative total of all its CFFs, excluding CFFs charged to the Crossroads area which levies a 1.0% administration fee. The administration fee pays for the administrative duties associated with the CFF program. This 3.0% administration fee (or 1.0% for Crossroads) would be added on top of the City CFFs presented in Table ES-1.

FEE ADJUSTMENTS

The CFFs may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land uses, densities, or development plans. In addition to such adjustments, each year the CFF will be adjusted by the change in the ENR 20-City CCI over the prior calendar year. This Fee Study adjusted facilities costs in this report based on the ENR 20-City CCI value for December 2023, which is 13,514.76. For inflating facilities costs that are in the City's 2005 CFF Fee Study, this Fee Study applied the ENR 20-City CCI values of 6,695 (July 2003) for costs that were established in 2003 and the ENR 20-City CCI value of 7,422 (July 2005) for costs that were established in 2005. Other facilities in this Fee Study are based on more recent cost estimates from 2010 through 2024. In those cases, the costs were inflated by applying the increase in the ENR 20-City CCI from the month and year indicated in the cost estimate to the CCI for December 2023, as noted on each table in this Fee Study.

ASSEMBLY BILL 602

On September 28, 2021, Assembly Bill 602 ("AB 602") was signed into law and became effective starting January 1, 2022. The law establishes additional procedural and transparency requirements on public agencies when establishing new fees or increasing existing development impact fees. AB 602 amends Government Code Sections 65940.1 and 66019 and adds Government Code Section 66016.5 and Health and Safety Code Section 50466.5. Below are some of the most significant requirements imposed by AB 602:

New Requirements For Nexus Studies

- When applicable, the nexus study shall identify the existing level of service (LOS) for the public facility; identify the proposed new level of service and explain why the new level of service is appropriate.
- If a nexus study supports an increase to existing fee, the public agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fee revenue collected under the original fee.
- Large jurisdictions, for example, counties that have a population greater than 250,000 residents, must adopt a capital improvement plan as a part of the nexus study.
- Nexus studies adopted after July 1, 2022 shall calculate a fee imposed on a housing development that is proportionate to the square footage of the proposed units of the development or the nexus study must make findings that an alternative fee calculation methodology creates a reasonable relationship between the fee charged and the burden posed by the development.
- This section of the impact fee requirements does not apply to any fees or charges pursuant to Government Code Section 60013, which includes water and sewer connection fees and capacity charges.

New Transparency Requirements For Public Agencies

- Fees must be posted to the public agency's website within 30 days of any change in the fees.
- Public agencies must post to their website the current and five previous annual impact fee accounting reports that are required pursuant to Government Code Section 66006.
- Public agencies must post to their website all nexus studies, cost of service studies, or equivalent studies that were conducted on or after January 1, 2018.

New Nexus Study Procedural Requirements

- Nexus studies must be updated at least every 8 years, from the period beginning on January 1, 2022.
- Nexus studies and impact fees must be adopted at a public hearing with at least 30 days' notice (this is an increase from the previous requirement of 10 days). Members of the public may submit evidence that the nexus findings in the nexus study are insufficient; the public agency must consider all such evidence.

Table ES-1
 City of Lathrop 2024 Capital Facilities Fees Study Update
 Proposed Capital Facilities Fee Schedules (2024 \$)

Fee Component	Unit	Service Area ¹										Stewart Tract	
		East Lathrop	Cross-roads	No. Marlan Improv. Dist.	South Lathrop SP (SLCC)	South Lathrop SP (Non-SLCC)	Lathrop Gateway (LGBPSP)	Mossdale Village (no DA)	Mossdale Landings (with DA) ²	Central Lathrop Phase 1	Central Lathrop Phase 2		
Culture and Leisure CFF ³													
Park Sub-Component													
Single Family Residential	sf/DU	\$2,672		\$2,672				\$2,672	\$6,867		See Below	See Below	Project Developer
Multi-Family Residential	sf/DU	\$5,032		\$5,032				\$5,032	\$4,904				
CLSP Neighborhood Parks													
Single Family Residential	sf										\$1,523	\$1,523	
Multi-Family Residential	sf										\$2,601	\$2,601	
CLSP Community Parks													
Single Family Residential	sf										\$1,852	\$1,852	
Multi-Family Residential	sf										\$3,488	\$3,488	
Facility Sub-Component													
Single Family Residential	sf	\$1,054		\$1,054				\$1,054	\$2,757		\$1,054	\$1,054	\$1,054
Multi-Family Residential	sf	\$2,171		\$2,171				\$2,171	\$1,968		\$2,171	\$2,171	\$2,171
Municipal Service Facilities CFF ⁴													
Single Family Residential	sf	\$1,942		\$1,942				\$1,942	\$4,631		\$1,942	\$1,942	\$1,942
Multi-Family Residential	sf	\$4,000		\$4,000				\$4,000	\$3,309		\$4,000	\$4,000	\$4,000
Service/Retail	1,000 sf	\$2,916	\$2,916	\$2,916	\$2,916	\$2,916	\$2,916	\$2,916	\$3,006		\$2,916	\$2,916	\$2,916
Other Non-Residential	1,000 sf	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,819		\$1,750	\$1,750	\$1,750
Surface Water Supply CFF ⁵													
5/8" meter		\$3,442	\$3,442	\$3,442	\$3,442	\$4,507	\$4,507	\$4,507			\$6,099	\$6,099	
1" Fire Svc.		\$3,442		\$3,442	\$3,442	\$4,507	\$4,507	\$4,507			\$6,099	\$6,099	
3/4" meter		\$5,162	\$5,162	\$5,162	\$5,162	\$6,761	\$6,761	\$6,761			\$9,149	\$9,149	
1" meter		\$8,604	\$8,604	\$8,604	\$8,604	\$11,268	\$11,268	\$11,268			\$15,248	\$15,248	
1 1/2" meter		\$17,208	\$17,208	\$17,208	\$17,208	\$22,535	\$22,535	\$22,535			\$30,495	\$30,495	
2" meter		\$27,532	\$27,532	\$27,532	\$27,532	\$36,056	\$36,056	\$36,056			\$48,792	\$48,792	
3" meter		\$51,623	\$51,623	\$51,623	\$51,623	\$67,605	\$67,605	\$67,605			\$91,485	\$91,485	
4" meter		\$86,038	\$86,038	\$86,038	\$86,038	\$112,675	\$112,675	\$112,675			\$152,475	\$152,475	
6" meter		\$172,077	\$172,077	\$172,077	\$172,077	\$225,350	\$225,350	\$225,350			\$304,950	\$304,950	
8" meter		\$275,323	\$275,323	\$275,323	\$275,323	\$360,560	\$360,560	\$360,560			\$487,920	\$487,920	
10" meter		\$499,022	\$499,022	\$499,022	\$499,022	\$653,515	\$653,515	\$653,515			\$884,355	\$884,355	
Water System - Buy-In CFF ⁶													
5/8" meter		\$1,530		\$1,438		\$1,530	\$1,530						
1" Fire Svc.		\$1,530		\$1,438		\$1,530	\$1,530						
3/4" meter		\$2,296		\$2,157		\$2,296	\$2,296						
1" meter		\$3,826		\$3,595		\$3,826	\$3,826						
1 1/2" meter		\$7,650		\$7,191		\$7,650	\$7,650						
2" meter		\$12,241		\$11,505		\$12,241	\$12,241						
3" meter		\$22,953		\$21,570		\$22,953	\$22,953						
4" meter		\$38,253		\$35,952		\$38,253	\$38,253						
6" meter		\$76,507		\$71,902		\$76,507	\$76,507						
8" meter		\$122,411		\$115,043		\$122,411	\$122,411						
10" meter		\$221,871		\$208,515		\$221,871	\$221,871						
Water System - Reimbursement CFF													
5/8" meter			\$1,730										
1" Fire Svc.													
3/4" meter			\$2,595										
1" meter			\$4,326										
1 1/2" meter			\$8,650										
2" meter			\$13,839										
3" meter			\$25,949										
4" meter			\$43,249										
6" meter			\$86,499										
8" meter			\$138,398										
10" meter			\$250,847										
SLSP and LGBPSP - Water Line													
Office Commercial	Acre					\$11,862							
Industrial/Limited Industrial	Acre					\$11,862							
Warehouse	Acre					\$11,862	\$6,992						
Shopping Center	Acre						\$6,992						
Office Park	Acre						\$6,992						
Industrial Park	Acre						\$6,992						
LGBPSP - Water Line Non-Water Loop													
Shopping Center	Linear Foot						\$189						
Office Park	Linear Foot						\$189						
Industrial Park	Linear Foot						\$189						
Warehouse	Linear Foot						\$189						
LGBPSP - Water System Storage													
Shopping Center	1,000 sf						\$704						
Office Park	1,000 sf						\$664						
Industrial Park	1,000 sf						\$528						
Warehouse	1,000 sf						\$151						

Table ES-1
 City of Lathrop 2024 Capital Facilities Fees Study Update
 Proposed Capital Facilities Fee Schedules (2024 \$)

Fee Component	Unit	Service Area ¹										
		East Lathrop	Cross-roads	No. Harlan Improv. Dist.	South Lathrop SP (SLCC)	South Lathrop SP (Non-SLCC)	Lathrop Gateway (LGBPSP)	Mossdale Village (no DA)	Mossdale Landings (with DA) ²	Central Lathrop Phase 1	Central Lathrop Phase 2	Stewart Tract
SLSP and LGBPSP - Sewer Collection System												
Office Commercial	Acre					\$24,217						
Industrial/Limited Industrial	Acre					\$24,217						
Warehouse - SLSP	Acre					\$24,217						
Shopping Center	1,000 sf						\$867					
Office Park	1,000 sf						\$761					
Industrial Park	1,000 sf						\$364					
Warehouse - LGBPSP	1,000 sf						\$364					
SLSP and LGBPSP - Storm Drainage												
Office Commercial	Acre					\$75,992						
Industrial/Limited Industrial	Acre					\$75,992						
Warehouse - SLSP	Acre					\$75,992						
Shopping Center	1,000 sf						\$4,565					
Office Park	1,000 sf						\$4,005					
Industrial Park	1,000 sf						\$2,477					
Warehouse - LGBPSP	1,000 sf						\$2,477					
SLSP and LGBPSP - Regional Storm Drainage												
Office Commercial	Acre					\$5,820						
Industrial/Limited Industrial	Acre					\$5,820						
Warehouse - SLSP	Acre					\$5,820						
Shopping Center	1,000 sf						\$432					
Office Park	1,000 sf						\$379					
Industrial Park	1,000 sf						\$234					
Warehouse - LGBPSP	1,000 sf						\$234					
Water System - West/Central Lathrop Well Improvement CFF³												
	5/8" meter					\$940	\$940	\$940	\$940	\$940	\$940	\$940
	1" Fire Svc.					\$940	\$940	\$940	\$940	\$940	\$940	\$940
	3/4" meter					\$1,409	\$1,409	\$1,409	\$1,409	\$1,409	\$1,409	\$1,409
	1" meter					\$2,351	\$2,351	\$2,351	\$2,351	\$2,351	\$2,351	\$2,351
	1 1/2" meter					\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
	2" meter					\$7,520	\$7,520	\$7,520	\$7,520	\$7,520	\$7,520	\$7,520
	3" meter					\$14,101	\$14,101	\$14,101	\$14,101	\$14,101	\$14,101	\$14,101
	4" meter					\$23,502	\$23,502	\$23,502	\$23,502	\$23,502	\$23,502	\$23,502
	6" meter					\$47,005	\$47,005	\$47,005	\$47,005	\$47,005	\$47,005	\$47,005
	8" meter					\$75,209	\$75,209	\$75,209	\$75,209	\$75,209	\$75,209	\$75,209
	10" meter					\$136,315	\$136,315	\$136,315	\$136,315	\$136,315	\$136,315	\$136,315
Water System - Water Storage CFF⁴												
	5/8" meter								\$1,113			
	1" Fire Svc.								\$1,113			
	3/4" meter								\$1,670			
	1" meter								\$2,782			
	1 1/2" meter								\$5,563			
	2" meter								\$8,902			
	3" meter								\$16,690			
	4" meter								\$27,818			
	6" meter								\$55,634			
	8" meter								\$89,015			
	10" meter								\$161,340			
Office Commercial	1,000 sf				\$1,226	\$1,226						
Limited Industrial	1,000 sf				\$580	\$580						
Warehouse	1,000 sf				\$165	\$165						
Water System Storage Tank #1												
Single Family Residential	DU									\$1,719	\$1,719	
Multi-Family Residential	DU									\$1,282	\$1,282	
Commercial	Acre									\$4,692	\$4,692	
Industrial	Acre									\$5,052	\$5,052	
Sewer/Recycled Water System CFF^{5,10}												
	5/8" meter	\$6,883		\$6,883		\$1,346	\$1,346	\$1,346	\$1,346			
	1" Fire Svc.	\$6,883		\$6,883		\$1,346	\$1,346	\$1,346	\$1,346			
	3/4" meter	\$10,325		\$10,325		\$2,018	\$2,018	\$2,018	\$2,018			
	1" meter	\$17,208		\$17,208		\$3,363	\$3,363	\$3,363	\$3,363			
	1 1/2" meter	\$34,415		\$34,415		\$6,725	\$6,725	\$6,725	\$6,725			
	2" meter	\$55,064		\$55,064		\$10,760	\$10,760	\$10,760	\$10,760			
	3" meter	\$103,245		\$103,245		\$20,176	\$20,176	\$20,176	\$20,176			
	4" meter	\$172,076		\$172,076		\$33,625	\$33,625	\$33,625	\$33,625			
	6" meter	\$344,151		\$344,151		\$67,250	\$67,250	\$67,250	\$67,250			
	8" meter	\$550,642		\$550,642		\$107,599	\$107,599	\$107,599	\$107,599			
	10" meter	\$998,038		\$998,038		\$195,024	\$195,024	\$195,024	\$195,024			
Single Family Residential	DU									\$5,590	\$5,590	
Multi-Family Residential	DU									\$4,658	\$4,658	
Commercial	1,000 sf									\$1,331	\$1,331	
Limited Industrial	1,000 sf									\$428	\$428	
Dry Warehouse	1,000 sf									\$307	\$307	
(Manteca WQCF)	ISU	\$10,523		\$10,523								
All New Development	gpd		\$51									

Table ES-1
 City of Lathrop 2024 Capital Facilities Fees Study Update
 Proposed Capital Facilities Fee Schedules (2024 \$)

Fee	Component	Unit	Service Area										
			East	Cross-roads	No. Harlan	South Lathrop SP	South Lathrop SP	Lathrop Gateway	Mossdale Village	Mossdale Landings	Central Lathrop	Central Lathrop	Stewart Tract
			Lathrop		Improv. Dist.	(SLCC)	(Non-SLCC)	(LGBPSP)	(no DA)	(with DA) ²	Phase 1	Phase 2	
Recycled Water Outfall CFF¹¹													
		5/8" meter				\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56
		1" Fire Svc.				\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56
		3/4" meter				\$86	\$86	\$86	\$86	\$86	\$86	\$86	\$86
		1" meter				\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142
		1 1/2" meter				\$282	\$282	\$282	\$282	\$282	\$282	\$282	\$282
		2" meter				\$452	\$452	\$452	\$452	\$452	\$452	\$452	\$452
		3" meter				\$849	\$849	\$849	\$849	\$849	\$849	\$849	\$849
		4" meter				\$1,415	\$1,415	\$1,415	\$1,415	\$1,415	\$1,415	\$1,415	\$1,415
		6" meter				\$2,828	\$2,828	\$2,828	\$2,828	\$2,828	\$2,828	\$2,828	\$2,828
		8" meter				\$4,525	\$4,525	\$4,525	\$4,525	\$4,525	\$4,525	\$4,525	\$4,525
		10" meter				\$8,201	\$8,201	\$8,201	\$8,201	\$8,201	\$8,201	\$8,201	\$8,201
Storm Drainage CFF^{12,13}													
		Low Density Residential	DU	\$1,111		\$1,111				\$424	\$424		
		Medium Density Residential	DU							\$291	\$291		
		High Density Residential	DU							\$228	\$228		
		Service Commercial	Acre	\$7,637		\$7,637			\$5,259	\$5,259			
		Freeway Commercial	Acre	\$13,704		\$13,704							
		Waterfront Resort Commercial	Acre										
		Neighborhood Commercial	Acre	\$3,392		\$3,392							
		Limited Industrial - Zone #5	Acre	\$10,660		\$10,660							
		Limited Industrial - Other Zones	Acre	\$5,942		\$5,942							
		General Industrial	Acre	\$7,214		\$7,214							
		Transit Station (if on Lathrop Road)	Acre	\$6,788		\$6,788							
		Fire Station (if on Yosemite Avenue)	Acre	\$7,637		\$7,637							
		Area of Benefit #6	Acre	\$2,961									
		Crossroads - Onsite	Acre		\$15,825								
		Crossroads - Offsite	Acre		\$9,024								
		Office Commercial	1,000 sf										
		Limited Industrial	1,000 sf										
		Warehouse	1,000 sf										
CLSP Storm Drainage - WS2													
		Single Family Residential	DU								\$10,454	\$10,454	
		Multi-Family Residential	DU								\$3,639	\$3,639	
		Non-Residential	Acre								\$65,592	\$65,592	
CLSP Storm Drainage - WS4													
		Single Family Residential	sf								\$1,826	\$1,826	
		Multi-Family Residential	sf								\$2,096	\$2,096	
		Service/Office Commercial	Acre								\$38,143	\$38,143	
		Retail Commercial	Acre								\$38,143	\$38,143	
		Industrial/Warehousing	Acre								\$43,592	\$43,592	
Local Transportation CFF¹⁴													
		Single Family Residential	DU	\$4,423		\$4,423							
		Multi-Family Residential	DU	\$3,252		\$3,252							
		Office Commercial	1,000 sf	\$6,040		\$6,040	\$24,389	\$24,389	\$20,459				
		Retail Commercial	1,000 sf	\$6,040		\$6,040			\$7,183				
		Industrial	1,000 sf	\$1,779	\$1,327	\$1,779	\$1,591	\$1,591	\$1,586				
		Warehouse	1,000 sf	\$1,779		\$1,779	\$1,591	\$1,591	\$1,586				
		Commercial	Acre		\$36,564								
WLSP Regional Transportation Impact Fee (RTIF)¹⁵													
		Single Family Residential	sf/DU						\$0.166	\$426	\$0.166	\$0.166	\$0.166
		Multi-Family Residential	sf/DU						\$0.512	\$499	\$0.512	\$0.512	\$0.512
		Service/Office Commercial	1,000 sf						\$661	\$661	\$661	\$661	\$661
		Retail Commercial	1,000 sf						\$2,384	\$2,384	\$2,384	\$2,384	\$2,384
		Industrial/Warehousing	1,000 sf						\$322	\$322	\$322	\$322	\$322
WLSP Reimbursement Fee													
		Acre							\$4,049	\$4,049			
West/Central Lathrop Transportation CFF¹⁶													
		Single Family Residential	sf/DU						\$3,550	\$3,261	\$3,550	\$3,550	\$3,550
		Multi-Family Residential	sf/DU						\$7,079	\$2,005	\$7,079	\$7,079	\$7,079
		Service/Office Commercial	1,000 sf						\$6,564	\$4,665	\$6,564	\$6,564	\$6,564
		Retail Commercial	1,000 sf						\$6,748	\$5,170	\$6,748	\$6,748	\$6,748
		Industrial/Warehousing	1,000 sf						\$912		\$912	\$912	\$912
Offsite Roadway Improvements CFF													
		Single Family Residential	sf								\$0.071	\$0.071	
		Multi-Family Residential	sf								\$0.116	\$0.116	
		Service/Office Commercial	1,000 sf								\$171	\$171	
		Retail Commercial	1,000 sf								\$234	\$234	
		Industrial/Warehousing	1,000 sf								\$42	\$42	
CLSP In-Lieu Community Parks Dedication CFF													
		Single Family Residential	sf								\$1,368	\$1,368	
		Multi-Family Residential	sf								\$2,336	\$2,336	
San Joaquin County RTIF CFF													
		Single Family Residential	1,000 sf	\$2,040		\$2,040			\$2,040	\$2,040	\$2,040	\$2,040	\$2,040
		Multi-Family Residential	1,000 sf	\$3,200		\$3,200			\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
		Service/Office Commercial	1,000 sf	\$2,220		\$2,220	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220
		Retail Commercial	1,000 sf	\$1,760		\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760
		Industrial	1,000 sf	\$1,500		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
		Warehouse	1,000 sf	\$750		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750

Table ES-1
City of Lathrop 2024 Capital Facilities Fees Study Update
Proposed Capital Facilities Fee Schedules (2024 \$)

		Service Area ¹										
		East	Cross-roads	No. Harlan	South Lathrop SP	South Lathrop SP	Lathrop Gateway	Mossdale Village	Mossdale Landings	Central Lathrop	Central Lathrop	Stewart Tract
Component	Unit	Lathrop		Improv. Dist.	(SLCC)	(Non-SLCC)	(LGBPSP)	(no DA)	(with DA) ²	Phase 1	Phase 2	
County Facilities CFF ¹¹												
Single Family Residential	DU	\$3,622		\$3,622				\$3,622				
Multi-Family Residential	DU	\$2,685		\$2,685				\$2,685				
Service/Office Commercial	1,000 sf	\$890		\$890	\$890	\$890	\$890	\$890				
Retail Commercial	1,000 sf	\$600		\$600	\$600	\$600	\$600	\$600				
Industrial	1,000 sf	\$170		\$170	\$170	\$170	\$170	\$170				
Warehouse	1,000 sf	\$170		\$170	\$170	\$170	\$170	\$170				
Environmental Mitigation CFF ¹⁸												
Low Density Residential	DU							\$248	\$248			
Medium Density Residential	DU							\$140	\$140			
High Density Residential	DU							\$51	\$51			
Commercial	Acre							\$1,185	\$1,185			
AG Mitigation CFF												
	Acre				\$3,431	\$3,431	\$3,431	\$3,431		\$5,146	\$5,146	\$3,774
Economic Development Fee (Measure D)												
Residential Development	DU											\$5,000
Mossdale Tract Regional Levee Impact Fee ¹⁹												
Single Family Residential	Acre	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051	\$24,051
Multi-Family Residential	Acre	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507	\$22,507
Commercial	Acre	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756	\$22,756
Industrial	Acre	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825	\$17,825
CLSP Entitlement Reimbursement - Developer Reimbursement - Phases 1 and 2 ²⁰												
All Development	Acre									\$3,731	\$3,731	
CLSP Entitlement Reimbursement - City Reimbursement - Phases 1 and 2 ²⁰												
All Development	Acre									\$209	\$209	
CLSP Entitlement Reimbursement - Developer Reimbursement - Phase 2 ²¹												
CLSP Phase 2 - All Development	Acre										\$741	
North Lathrop Transportation Impact Fee ²²												
CLSP Comm. and Limited Industrial	1,000 sf										\$882	
All Development	Trip			\$1,299							\$1,299	

¹ Each service area listed is separate and distinct from the others. Crossroads and North Harlan ID are within East Lathrop but in limited instances CFFs differ.

² "Mossdale Landings" include Mossdale Landing, Mossdale Landing East, and Mossdale Landing South and are in Mossdale Village. Development agreements in these areas place limits on increasing the CFF rates. Residential fees are shown per DU for these areas.

³ Includes neighborhood, community, linear parks, generations center and community center. This fee has been divided into two components so that fee payments, waivers, credits, and reimbursements for parks and facilities can be administered separately. The parks components of this CFF reflect a recent adjustment by the City for inflation and conversion to per square foot only. Due to the limitation for increasing Mossdale Landings CFFs, the Mossdale Landing CFF was adjusted by the City recently for inflation only. Residential development in Mossdale Landing will continue to be charged per dwelling unit, other areas will pay the converted CFF per square foot.

⁴ Includes police, animal control, city hall, corporation yard, fleet maintenance, and wireless network facilities. Applies to the entire City. Wireless network costs are excluded from the Mossdale Landings developments CFF calculation.

⁵ Surface Water Supply CFF for inflit areas (East Lathrop) assumes customers will also pay SCSWSP facilities charge in monthly water bills. Surface Water Supply CFF for growth areas (Central Lathrop and parts of Mossdale Village that are outside the CFD) reflects the full cost of the surface water supply project. See the most recent nexus study for details and possible exclusions.

⁶ The Water System CFF for East Lathrop is a buy-in fee reflecting the value of existing water system assets. North Harlan fee reflects credit for North Harlan ID costs.

⁷ West/Central Lathrop Water System CFF is for well improvements and reflects the cost of future arsenic treatment and a share of standby well capacity. This Water System CFF reflects a recent adjustment by the City for inflation only.

⁸ The Mossdale Landings Water System CFF is for a water storage tank, this CFF was adjusted by the City recently for inflation only. The Water System CFF for SLSP is for water storage facility improvements only; the SLSP Water System CFF was determined in a separate CFF fee study last updated in 2020.

⁹ East Lathrop sewer collection system CFF is a buy-in fee reflecting value of existing sewer system assets. Existing ISU charge for Manteca WQCF treatment capacity is retained. All Sewer System CFFs, except for CLSP, were adjusted by the City for inflation only.

¹⁰ Mossdale Village Sewer System CFF reflects sewer collection and recycled water distribution costs within Mossdale Village. It is in addition to the recycled water outfall CFF.

¹¹ Recycled water CFF applies to West/Central Lathrop and SLSP and is based on the estimated cost of a recycled water outfall to San Joaquin River. This fee was recently adjusted by the City for inflation only.

¹² Storm Drainage CFFs were recently adjusted by the City for inflation only.

¹³ Mossdale Village Storm Drainage CFF reflects the cost of a storm drainage outfall.

¹⁴ Local transportation CFF for East Lathrop was recently adjusted by the City for inflation only.

¹⁵ West Lathrop Specific Plan Regional Transportation Impact Fee was originally adopted in 1997. This CFF was recently adjusted by the City for inflation converted to a fee per square foot for residential uses. A new category was calculated for industrial/warehousing. Residential development within Mossdale Landing will continue to be charged per dwelling unit, other areas will pay the converted CFF per square foot.

¹⁶ West/Central Lathrop Transportation CFF reflects transportation project analysis and is net of estimated WLP RTIF revenues and San Joaquin RTIF revenues. Due to the limitation for increasing Mossdale Landings CFFs, the Mossdale Landing CFF was adjusted by the City recently for inflation only. Mossdale Landing CFF will continue to be charged per dwelling unit, other areas will pay the updated CFF per square foot.

¹⁷ County Facilities CFF was updated by San Joaquin County, effective July 1, 2018.

¹⁸ Environmental mitigation CFFs for Mossdale Village and Mossdale Landings include land and fencing costs for brush rabbit habitat.

¹⁹ The Mossdale Tract Regional Levee Impact Fee became effective on 01/8/19 and terminates the Lathrop Interim Levee Fee. Includes admin fee.

²⁰ CLSP Entitlement Reimbursement fees for Phase 1 and 2 will be used to reimburse the developer and the City for the costs of obtaining entitlements for Phase 1 and 2 of CLSP.

²¹ CLSP Entitlement Reimbursement fees for Phase 2 will be used to reimburse the Phase 2 developer for the costs of amending the entitlements for Phase 2 of CLSP.

²² See list of specific projects for fees for other specific developments.

1. INTRODUCTION

BACKGROUND

The City of Lathrop is located in the Sacramento central valley, approximately 58 miles south of Sacramento and 80 miles east of San Francisco. When the City incorporated in 1989, its population was approximately 6,500; as of January 2024, the California Department of Finance estimates the City's population is 37,033.

In 1990 the City adopted its original CFF program to fund growth in the City. In 1994 the City updated the CFF and included additional fees in the program. In subsequent years the City added other fees to the CFF program. For example, in 1997 it added the WLSP RTIF, which was developed in coordination the San Joaquin Council of Governments and area developers. In 2003 a comprehensive effort was undertaken to update the CFF program to include new planning areas in the western part of the City and establish new fees for these areas. In 2005 the CFF program was again updated to include additional facilities and updated fee calculations. In subsequent years additional minor changes to the fee program were made. An agriculture fee was added in 2005. Also in 2005, the City adopted San Joaquin County's Regional Transportation Impact Fee. In 2007, the City added an offsite roadway improvement fee for the CLSP development. In April 2017, the City adopted the Interim Levee Impact Fee to fund the design and construction of the levee system improvements for Reclamation District 17. In February 2018 the City adopted CFFs for the South Lathrop Specific Plan area. In June 2018, the City adopted updates to several existing CFFs and created the CLSP Sewer/Recycled Water System CFF. In February 2019, the City created the CLSP In-Lieu Community Parks Dedication CFF. In July 2019, the City created several new CFFs for the CLSP area including CFFs for Storm Drainage Improvements in Watersheds #2 and #4, and Entitlement Reimbursement fees for the CLSP developer and the City. In 2020, the City updated the CLSP Neighborhood Park CFF, CLSP Sewer/Recycled Water System CFF, and the South Lathrop Specific Plan and Lathrop Gateway Business Park Specific Plan CFFs. Finally, in 2022, the City adopted updates to the CLSP Storm Drainage System Improvements CFFs for Watersheds #2 and #4, the CLSP Water Tank #1 CFF, and the West/Central Lathrop Regional Transportation CFF.

FEES CALCULATED IN THIS CFF STUDY UPDATE

Many of the CFFs in the City's CFF program have only been adjusted recently by the City for inflation for 2024 based on the ENR 20-City CCI. Although they are not being updated in this Fee Study, these CFFs are still presented to summarize all the fees in the CFF program. Furthermore,

in certain developments, the City is restricted by development agreements to limit the annual increase of their CFFs to the rate of inflation only, as determined by the change in the ENR 20-City CCI. The following fees presented in this Fee Study are either new or an update of an existing CFF:

- North Lathrop Transportation Impact Fee (update)
- West/Central Lathrop Regional Transportation CFF (update)
- Culture and Leisure CFF – Facilities Component (update)
- CLSP In-Lieu Community Parks Dedication CFF (update)
- CLSP Neighborhood Park CFF (update)
- CLSP Entitlements Fee for CLSP Phases 1 and 2 (update)
- CLSP Prior Developer Account Open Items Fee (update)
- CLSP Entitlements Fee for CLSP Phase 2 (new)
- CLSP Storm Drainage System Improvements – Watershed 4 CFF (update)
- CLSP Water Tank #1 CFF (update)
- Municipal Service Facilities CFF (update)
- CLSP Sewer/Recycled Water System CFF (update)
- Culture and Leisure CFF – Park Component (fee conversion)
- CLSP Community Park CFF (fee conversion)
- WLSP Regional Transportation Impact Fee (new category and fee conversion)
- Offsite Roadway Improvements CFF (new category and fee conversion)

MITIGATION FEE ACT (AB 1600)

The Mitigation Fee Act, commonly known as Assembly Bill 1600 (“AB 1600”), was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee will be put.
3. Determine how there is a reasonable relationship between:
 - A. The fee’s use and the type of development project on which the fee is imposed.
 - B. The need for the public facility and the type of development project on which the fee is imposed.

- C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this Fee Study is to demonstrate that the fees calculated herein comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent chapters of this report.

ORGANIZATION OF REPORT

The remainder of this report has been organized into the following sections:

Section 2	Provides a brief summary of the land use and population assumptions used throughout the Fee Study.
Section 3	Provides an explanation of the fee methodology used to calculate the fees in this Fee Study.
Section 4-13	Provides summaries of the fee calculations for the fees created or updated in this Fee Study. Each section is followed by a series of tables showing the calculations in full.
Section 14	Discusses the nexus findings for the CFFs.
Section 15	Addresses implementation of the updates to the fee program, future fee adjustments, and administrative duties required by the Mitigation Fee Act.

2. LAND USE AND POPULATION ASSUMPTIONS

BUILDOUT POPULATION AND JOBS

The 2022 General Plan reflected changes in zoning in the City. This included the substantial changes to the plans for Phase 2 of CLSP and Phase 2 of River Islands. As a result, the anticipated population and jobs in the City at buildout were increased. In the *Draft Environmental Impact Report for the Lathrop General Plan Update*, dated May 2022, De Novo Planning Group prepared estimates of potential population and jobs in the City at buildout. The existing population was estimated to be 28,503 and there were an estimated 9,153 jobs in the City. At full buildout, which is anticipated to occur in 2040, the population is estimated to grow to 95,065 and the number of jobs is expected to grow to 58,403. Several of the CFFs included in this Fee Study utilize these estimates to allocate costs to future development. Table 2-1 at the end of this section summarizes the population and jobs estimates.

LAND USES

CLSP abuts the northern boundary of Mosssdale Village and includes 1,521 acres. Originally this area was planned for 5,144 residential units and approximately 4.7 million square feet of commercial space. In December 2023, the Council adopted the CLSP Phase 2 Amendments. The update changed the development plans within Phase 2 of CLSP from a mix of residential and commercial land uses to limited industrial uses. Following the revisions, the CLSP area is now planned for 2,814 residential units, an estimated 2.3 million square feet of commercial space, and an estimated 8.0 million square feet of limited industrial or warehousing space. As of June 30, 2024, approximately 1,232 of the anticipated single family detached units in CLSP have had building permits issued by the City. There has also been some commercial development in the Phase 1 area, totaling approximately 144,098 square feet.

Mosssdale Village lies to the south of CLSP and northeast of River Islands. It is comprised of three separate planning areas that cover over 1,160 acres. Altogether, Mosssdale Village is planned for nearly 3,500 residential units and an estimated 1.2 million square feet of commercial space. As of June 30, 2024, approximately 2,461 residential units had permits issued by the City. Additionally, over 300,000 square feet of commercial space has been constructed as of that date.

River Islands is located on the west side of the City, southwest of Mosssdale Village. The plans for development have been adjusted a number of times since the original plans were first approved in 2003. Most recently, the Council adopted amendments to the specific plan for Phase 2 in 2021,

which allowed for additional single family attached and multi-family units. Following the changes, the plans for River Islands now include 15,153 residential units and an estimated 3.8 million square feet of retail and office space. As of June 30, 2024, there has been substantial development in Phase 1 of River islands with nearly 3,500 permits issued for residential units. Phase 2 has also begun development with approximately 355 units permitted as of that date.

Table 2-2 at the end of this section summarizes the current level of development and the anticipated totals at buildout for each development area. Exhibit 1 on the following page has a map showing the location of each development area.

Exhibit 1 – Development Area Map

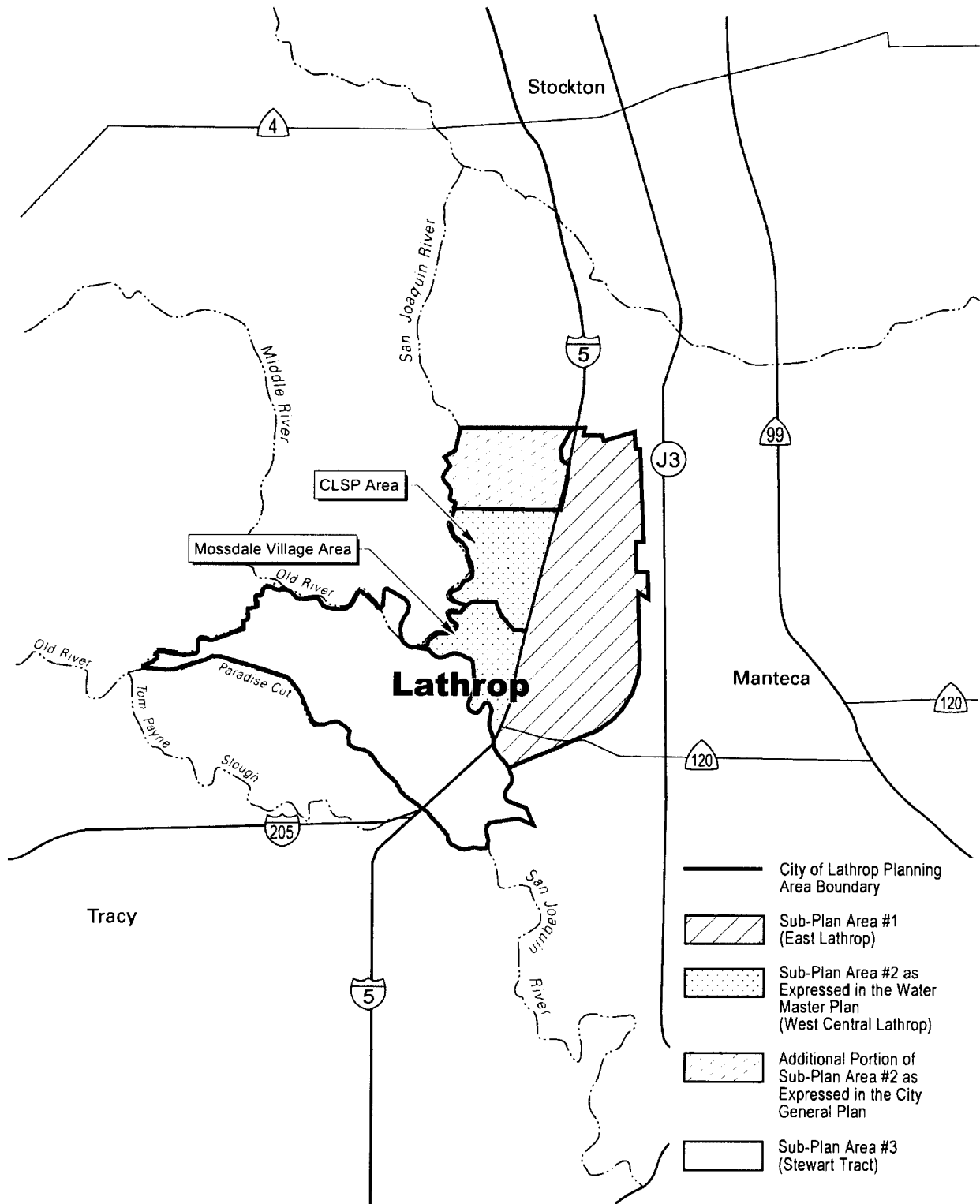


Table 2-1
City of Lathrop 2024 Capital Facilities Fees Study Update
General Assumptions
Population and Jobs Assumptions

Development Stage	Population	Jobs
Existing	28,503	9,153
Future Growth	66,562	49,250
Buildout	95,065	58,403

Source: May 2022 Draft EIR Lathrop General Plan Update by De Novo Planning Group

Table 2-2
City of Lathrop 2024 Capital Facilities Fees Study Update
General Assumptions
Land Use Assumptions by Development Area

Development Area	Land Use Designation	Buildout		Current ¹	
		Residential Units	Non-Residential Square Footage	Residential Units	Non-Residential Square Footage
Central Lathrop Phase 1	Low Density Residential	1,483		1,232	
	Medium Density Residential	110		0	
	High Density Residential	1,221		0	
	Commercial		2,183,663		144,098
Central Lathrop Phase 2	Commercial		143,148		0
	Light Industrial		7,958,647		0
Mossdale Village (All Areas)	Low Density Residential	2,045		1,279	
	Medium Density Residential	927		832	
	High Density Residential	522		350	
	Village Commercial		81,275		11,460
	Service Commercial		873,427		149,279
	Highway Commercial		295,670		157,214
River Islands Phase 1	Low Density Residential	3,274		3,198	
	Medium Density Residential	486		300	
	High Density Residential	667		0	
	Commercial		2,978,197		2,364
River Islands Phase 2	Low Density Residential	4,064		355	
	Medium Density Residential	3,017		0	
	High Density Residential	3,645		0	
	Commercial		808,909		0

¹ Based on building permits issued as of June 30, 2024.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

3. FEE METHODOLOGY

When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this Fee Study to allocate facilities costs to development and determine the fees in the fee program.

FEE METHODOLOGY

The plan-based fee methodology is used in this Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1** Identify existing facilities and estimate future demand for facilities at build out of the plan area.
- Step 2** Determine facilities needed to serve anticipated growth in the plan area.
- Step 3** Estimate the gross cost of facilities needed to serve the future development in the plan area.

- Step 4** Subtract the gross cost of any facilities included in the facilities plan that will cure an existing deficiency in service or will serve other development areas.
- Step 5** Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.
- Step 6** Select cost allocation factors (e.g., trips generated, gallons per day) that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factors to each of the land use categories based on their relative service demand or impact on each type of facility.
- Step 7** Estimate the total impact from future development by multiplying the total number of units/acres/square feet for each respective land use by its cost allocation factor. Sum the total cost allocation factors for each land use category.
- Step 8** Determine the percentage distribution of the cost allocation factors for each land use category by dividing the total of the cost allocation factors for each land use category by the total of all cost allocation factors for all land use categories.
- Step 9** Multiply the percent distribution for each land use category, as determined in Step 8, by the total facilities cost to determine the portion of the facility cost that is allocated to each land use category.
- Step 10** Divide the facilities cost that is allocated to each land use category, as determined in Step 9, by the number of units or per 1,000 square feet of building space, to determine the facilities fees.
- Step 11** Where applicable, calculate a fee per square foot for residential land use categories.

4. ***NORTH LATHROP TRANSPORTATION IMPACT FEE***

This section of the report identifies the costs and the updated fee rates required to fund the permanent Interstate 5/Roth Road Interchange (“I-5/Roth Road Interchange”) improvements included in the North Lathrop Transportation Impact Fee.

BACKGROUND

The North Lathrop Transportation Impact Fee was originally created in January 2011 to provide funding for the permanent improvements to the I-5/Roth Road Interchange and adjacent frontage roads. The CFF included several specific projects in the North Lathrop area, including areas in the City’s Sphere of Influence as well as areas within the County or in the City of Manteca. Exhibit 2 below shows the boundaries of the area included in the CFF. These new developments were projected to negatively impact the level of service of the I-5/Roth Road Interchange and thus, the fee was created to fund the improvements necessary to mitigate that impact.

Exhibit 2 - North Lathrop Transportation CFF Boundary



LAND USES AND DAILY TRIP ESTIMATES

Table 4-1 at the end of this section identifies the development projects planned within the CFF Boundary, which jurisdictions they lie within, and the estimated number of daily trips using the I-5/Roth Road Interchange. It is important to note that the list of projects and the projected number of trips for each project have not changed since the fee was adopted in 2011. However, the land uses for CLSP Phase 2 have been updated to reflect the new zoning for limited industrial use. Additionally, based on feedback from the City, the projects in the North Lathrop Area have been moved from being a project in the City’s jurisdiction to being in the County’s jurisdiction. A total of 22,050 additional daily trips were estimated from the projects included in the CFF.

FACILITY COST ESTIMATES

Table 4-2 shows the estimated cost of the permanent improvements to the I-5/Roth Road Interchange. City staff reviewed the original estimates from 2010 and determined they were still appropriate, so no changes were made to the estimated costs except to adjust them for inflation using the CCI. The total cost of the improvements is estimated to be \$43.5 million in 2024 dollars. In June 2024, the San Joaquin Council of Governments adopted an update to its San Joaquin RTIF which included a portion of the cost of the interchange improvements. Thus, to avoid double-collecting fees for the same interchange improvements, the costs to be included in this fee were reduced by the \$14.9 million portion included in the San Joaquin RTIF Fee. Therefore, the net cost to be included in the North Lathrop Transportation Impact Fee is \$28.6 million.

FACILITY COST ALLOCATION AND FEE CALCULATION

Table 4-3 shows the allocation of the total cost to each jurisdiction. Projects outside of the City will not be subject to the CFF, so alternative funding sources will be needed to fully fund the interchange improvements. Based on the net cost of \$28.6 million and an estimated total of 22,050 trips, there is an average cost of \$1,298.90 per trip to fund the interchange improvements. As shown in Table 4-1, the estimated number of trips generated from projects in the City is 7,800, which produces a total allocated cost to those projects of \$10.1 million.

Table 4-4 shows the calculation of the fees for each development project within the City. Due to new requirements recently imposed by AB 602, the fee for the residential land uses must be made proportionate to the square footage of the units that will be constructed. However, since there is no way to predict the exact square footage of those units, the fee has been converted using an average of 2,570 square feet. This figure represents the average square footage of detached units

constructed within the newly developing areas of the City, including CLSP, Mossdale Village, and River Islands.

FEE COMPARISON

Table 4-5 shows the difference between the current fee and the proposed fee on a per trip basis. To simplify the comparison, only the proposed fee per trip is shown instead of the separate fees anticipated for each project. The proposed fee is 33.5% lower than the existing fee due to the contributions anticipated from the San Joaquin RTIF. Furthermore, given that the existing fee does not include a rate per square foot for residential uses, the new square footage-based rate cannot be directly compared to the existing rates.

FUTURE UPDATES

As mentioned previously, the estimated daily trips using the I-5/Roth Road Interchange were not updated for this Fee Study. However, it is reasonable to assume that the new anticipated land uses for CLSP Phase 2 would have an impact on the number of vehicle trips generated. There may also be changes to the estimated number of trips generated by the other projects. This CFF should be updated again once the transportation impacts to the I-5/Roth Road Interchange have been reevaluated.

Table 4-1
City of Lathrop 2024 Capital Facilities Fees Study Update
North Lathrop Transportation Impact Fee
Land Uses and Daily Trip Estimates

Jurisdiction	Project	Land Use	Quantity	unit	Daily Trips Using I-5 / Roth Road Interchange ¹
Lathrop	Central Lathrop Phase 2	Comm. & Limited Industrial	8,101,795	sf	5,500
	Gordon Trucking	Industrial	16	ac	200
	LN Industrial Building	Industrial	749,100	sf	500
	KSC Travel Center	Highway Commercial	11	ac	700
	Other Lathrop Projects	Single Family Detached Highway Commercial	650 12,000	units sf	300 600
Manteca	CenterPoint Intermodal Facility	Limited Industrial	3,177,000	sf	1,600
	Other (Northwest Airport Way Master Plan)	Limited Industrial Retail	1,275,600 205,820	sf sf	1,070 2,930
San Joaquin County	Intermodal Facility	Limited Industrial	142	ac	4,200
	Other (East Area and South Area)	Single Family Detached	314	ac	445
		Retail	11	ac	575
		Limited Industrial	143	ac	630
North Lathrop Area	Single Family Detached	950	units	450	
	Office/Commercial	75,000	sf	2,350	
Total					22,050

¹ All daily trips remain the same as in the prior study titled "North Lathrop Transportation Impact Fee Study" dated December 2010.

Sources: North Lathrop Transportation Impact Fee Study prepared by the Mark Thomas Company, December 2010;

Table 4-2
City of Lathrop 2024 Capital Facilities Fees Study Update
North Lathrop Transportation Impact Fee
Facility Cost Estimates

Item	Estimated Cost (2010 \$)	Estimated Cost (2024 \$) ¹
Roadway Items	\$15,350,000	\$23,173,767
Structure Items	\$2,220,000	\$3,351,516
Subtotal Construction	\$17,570,000	\$26,525,283
Stormwater	\$270,000	\$407,617
Right of Way and Utilities	\$6,065,000	\$9,156,280
Subtotal	\$6,335,000	\$9,563,897
Environmental (3%)	\$527,100	\$795,758
Design (12%)	\$2,108,400	\$3,183,034
Survey (1%)	\$175,700	\$265,253
Construction Management (12%)	\$2,108,400	\$3,183,034
Subtotal	\$4,919,600	\$7,427,079
Total	\$28,824,600	\$43,516,259
Less: RTIF Contribution ²		(\$14,875,420)
Net Total		\$28,640,839

¹ Cost inflated based on the CCI from December 2010 (8,952.00) to December 2023 (13,514.46).

² Excludes costs anticipated to be covered in the San Joaquin County Regional Transportation Impact Fee (San Joaquin RTIF).

Sources: North Lathrop Transportation Impact Fee Study prepared by the Mark Thomas Company, December 2010; San Joaquin County Regional Transportation Impact Fee (RTIF) Report dated May 7, 2024; Goodwin Consulting Group, Inc.

Table 4-3
City of Lathrop 2024 Capital Facilities Fees Study Update
North Lathrop Transportation Impact Fee
Facility Cost Allocation and Fee Calculation

Jurisdiction	Daily Trips Using I-5 / Roth Road Interchange	Estimated Percentage	Allocated Facility Costs (2024 \$)	Cost Per Trip ¹
City of Lathrop	7,800	35.37%	\$10,131,453	\$1,298.90
City of Manteca	5,600	25.40%	\$7,273,864	
San Joaquin County	8,650	39.23%	\$11,235,522	
Total	22,050	100.00%	\$28,640,839	

¹ Costs allocated to projects within other jurisdictions are not included in this fee calculation and may need to be funded through another financing mechanism.

Sources: North Lathrop Transportation Impact Fee Study prepared by the Mark Thomas Company, December 2010; Goodwin Consulting Group, Inc.

Table 4-4
City of Lathrop 2024 Capital Facilities Fees Study Update
North Lathrop Transportation Impact Fee
Land Uses and Daily Trip Estimates

Project	Land Use	Quantity	unit	Daily Trips Using I-5 / Roth Road Interchange ¹	Cost per Trip	Lathrop Allocated Costs	Cost per Unit / Acre / 1,000sf	Average Unit Size ²	Residential Cost per Square Foot	
Central Lathrop Phase 2	Comm. & Limited Industrial	8,101,795	sf	5,500	\$1,298.90	\$7,143,973	\$882	1,000 sf		
Gordon Trucking	Industrial	16	ac	200	\$1,298.90	\$259,781	\$16,236	acre		
LN Industrial Building	Industrial	749,100	sf	500	\$1,298.90	\$649,452	\$867	1,000 sf		
KSC Travel Center	Highway Commercial	11	ac	700	\$1,298.90	\$909,233	\$82,658	acre		
Other Lathrop Projects	Single Family Detached	650	units	300	\$1,298.90	\$389,671	\$599	unit	2,570	\$0.23
	Highway Commercial	12,000	sf	600	\$1,298.90	\$779,343	\$64,945	1,000 sf		
Total				7,800		\$10,131,453				

¹ All daily trips remain the same as in the prior study titled "North Lathrop Transportation Impact Fee Study" dated December 2010.

² Based on the average square footage of detached units in newly developing areas of the City.

Sources: North Lathrop Transportation Impact Fee Study prepared by the Mark Thomas Company, December 2010; Goodwin Consulting Group, Inc.

Table 4-5
City of Lathrop 2024 Capital Facilities Fees Study Update
North Lathrop Transportation Impact Fee
Fee Comparison - Proposed vs. Current Fees

Current Cost (Per Trip)	Proposed Cost (Per Trip)	Percent Change
\$1,952	\$1,299	-33.5%

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

5. WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION CFF

This section of the report identifies the facilities, costs, and the updated CFF rates required to fund the transportation facilities in the WCLRT CFF program.

BACKGROUND

The WCLRT CFF was created in 2003 to supplement the existing WLSP RTIF. The WLSP RTIF was created in 1997 to mitigate the transportation impacts from developments in the West Lathrop Specific Plan (“WLSP”) area. The WLSP area includes the Mossdale Village, CLSP, and River Islands developments. The WCLRT CFF provides a revenue source for funding transportation facilities that include specific transportation projects serving development areas west of the I-5 highway.

FACILITIES AND COSTS

Table 5-1 at the end of this section identifies the transportation facilities in the WCLRT CFF program and presents their costs in 2024 dollars. These facilities’ costs have been inflated over the years based on the ENR 20-City CCI. In 2022 City staff identified the need for three additional traffic signals and traffic improvements to a fourth intersection in the CLSP area. These traffic improvements, totaling \$1.2 million (\$1.4 million in 2024 dollars) and identified in Table 5-1 as item numbers 29 through 32, are necessary to serve development in the WLSP area. In 2024, City staff identified the need for three additional traffic signal and frontage landscaping improvements along five of the road segments. The frontage landscaping improvements are listed as items 3a, 4a, 5a, 6a, and 7a, and have a total estimated cost of \$11.3 million in 2024 dollars. The additional traffic signals are listed as items 33 through 35 and have a total estimated cost of \$2.0 million in 2024 dollars. Besides the new items in Table 5-1, the costs for items 7, 8, 10, and 16 were updated based on revised estimates from the City or from the San Joaquin RTIF. Because the improvements primarily will serve the WLSP area, their costs are allocated to the Mossdale Village, CLSP, and River Islands developments.

Several of the transportation facilities identified in Table 5-1 are also included in the San Joaquin RTIF and the WSLP RTIF. In prior updates to this CFF, this overlap was accounted for by assuming the full contribution from the WLSP RTIF, with no reductions to that fee due to overlaps with the San Joaquin RTIF. However, in prior updates to the San Joaquin RTIF, several of the overlapping facilities were removed from that fee and there were no corresponding increases made to the WLSP RTIF. Therefore, it is necessary to reevaluate the contributions from the San Joaquin

RTIF and the WLSP RTIF following the reductions. Table 5-1 shows the amounts anticipated to be collected through the San Joaquin RTIF, which are applied to reduce the total cost of the transportation projects to be funded through the WCLRT CFF program. The net costs following the anticipated contributions from the San Joaquin RTIF total approximately \$304.5 million. The overlap with the WLSP RTIF is accounted for in a different manner, as described on the following pages.

ALLOCATION OF PROJECT COSTS

Table 5-2 shows the allocation of the net project costs to the new development areas triggering the need for the transportation facilities. The cost allocation percentages shown in Table 5-2 are based on a traffic model analysis conducted by Fehr and Peers in 2024. Costs are allocated based on the new trip generation from the following three zones:

1. WCL = West/Central Lathrop (CLSP, Mossdale Village, and River Islands)
2. EL = East Lathrop
3. O = Areas outside the City

Based on the trip generation allocation, the West/Central Lathrop area is allocated approximately \$219.9 million of the transportation project costs, or about 72.2% of the total \$304.5 million cost. The cost of projects that have already been funded is approximately \$19.7 million, including a portion of the costs of partially funded projects. The remaining 27.8% of the cost, approximately \$84.7 million, is allocated to East Lathrop and areas outside of the City and therefore this portion of the total cost cannot be collected in the CFF program and will need to be funded through other alternative sources. Finally, the WSLP RTIF and the West/Central Lathrop Transportation CFF had a combined fund balance of \$18.0 million as of December 31, 2023, which reduces the cost of the facilities to be allocated to future development to \$182.2 million.

DWELLING UNIT EQUIVALENTS

Table 5-3 shows the calculation of the DUEs that are used to calculate the fees for each land use type. The calculations were prepared by Fehr and Peers in the *City of Lathrop Transportation Facility Cost Allocation Study*, dated May 17, 2024. The DUEs are based on the Institute of Transportation Engineers daily trip rates for the five land use categories included in the CFF, with adjustments for relative trip lengths. A pass-by trip reduction of 25% was applied to retail commercial uses. City staff has indicated that areas that could qualify as transit-oriented developments (“TODs”) will not be constructed in the near future. Therefore, there were no adjustments made to the DUEs to account for the reduced impacts from those developments. It

will be necessary to update the CFF again before any qualifying TOD units are constructed.

FEE CALCULATION

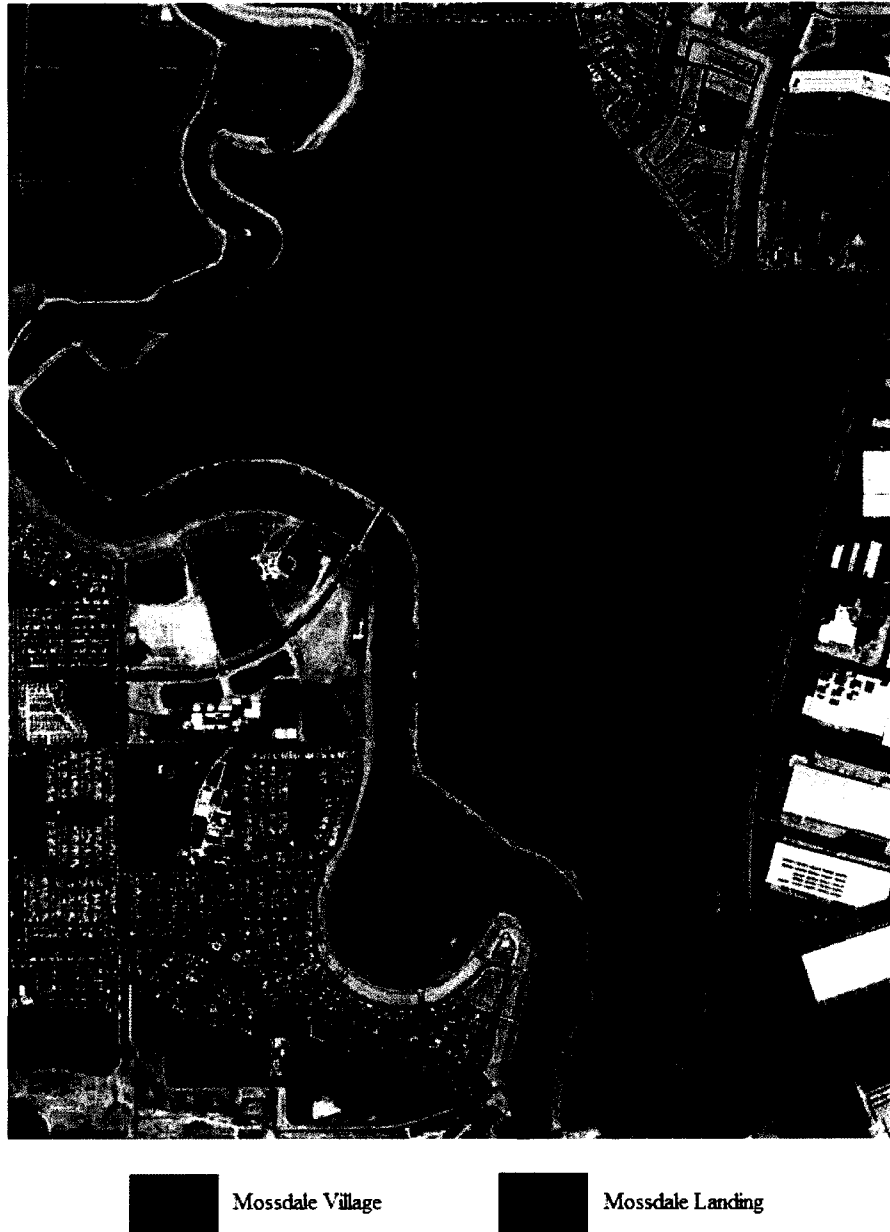
The total cost allocated to the West/Central Lathrop projects is further allocated to the remaining development planned in that area. The cost allocation methodology used in this Fee Study has been changed in several ways from that used in the 2022 update to this CFF. First, the costs have been allocated to all of the West/Central Lathrop projects rather than individually to Mossdale Village, CLSP, and River Islands. This averages out the resulting fees and causes all three of these areas to have the same fees. Second, the allocation now uses the DUEs prepared by Fehr and Peers in 2024 to allocate between the land uses instead of adjusted P.M. peak hour trip rates. Third, a new land use category has been added for industrial/warehousing since it will now be needed due to the CLSP Phase 2 Amendments. Fourth, in order to account for the overlap with the WLSP RTIF and keep the fees proportionate to the impacts caused by new development on an aggregate basis, the current fees for the WLSP RTIF are subtracted from the proposed fees. Finally, the fee for single family and multi-family units has been converted to a fee per square foot in order to comply with new requirements in AB 602. This was done using assumptions of average unit sizes of 2,570 square feet for single family units and 975 square feet for multi-family units. The assumptions were based on actual averages of constructed units within Mossdale Village, CLSP, and River Islands. Table 5-4 shows the calculation of the cost per square foot for residential uses and per 1,000 square feet for non-residential uses. The proposed fees are \$3.550 per square foot for single family units, \$7.079 per square foot for multi-family units, \$6,564 per 1,000 square feet for service/office commercial space, \$6,748 per 1,000 square feet for retail commercial space, and \$912 per 1,000 square feet for industrial/warehousing space.

FEE COMPARISON

Tables 5-5, 5-6, and 5-7 show the differences between the proposed fee and the current fees for each project. Since there is no industrial/warehousing category in the current CFF, no comparisons are shown for that proposed fee. For single family units, the increase in the fee ranges from 83% to 111%. For multi-family, the increase ranges from 126% to 159%. Due to differences in the trip generation assumptions used to create the DUEs, the changes for the non-residential categories are smaller, ranging from increases of 6% to 55% for service/office commercial. The proposed fee for retail commercial ranges from a decrease of 18% to an increase of 17%. It is important to note that the comparisons are also affected by the deduction of the WLSP RTIF, which is not proportional to the proposed CFF. The primary source of the increase in this fee is the reduced contribution expected from the San Joaquin RTIF and WLSP RTIF programs, which decreased by

approximately \$55 million overall versus the 2022 CFF update. It should be noted that the proposed CFF for Mossdale Village would only apply to development in Mossdale Village and certain areas within the Mossdale Landing developments for which the development agreement between the City and the developer has expired. Exhibit 3 below identifies the remaining areas in the Mossdale Landing developments, highlighted in blue, that are subject only to annual inflation increases based on the ENR construction index.

Exhibit 3 – Map of Mossdale Village and Mossdale Landing



AB 602

Tables 5-5 through 5-7 show that the proposed WCLRT CFFs are higher than the City's current WCLRT CFFs. Pursuant to AB 602, if a fee study supports increasing an existing fee, the local agency shall review the assumptions of the fee study that supported the original or prior fee and evaluate the amount of fees collected under the original or prior fee.

This Fee Study and City staff support increasing the current WCLRT CFFs that were adopted by the Council in 2022 because the additional fee revenue will be needed to fund the additional signal and frontage landscaping improvements that have been recently added to the transportation capital improvement plan. Furthermore, the current fees collected for the WCLRT CFF are too low to fully fund the transportation improvements in light of reduced contributions expected from overlapping impact fee programs. The transportation facilities included in the CFF will allow the City to maintain its existing D level of traffic service in the WLSP area.

Table 5-1
City of Lathrop 2024 Capital Facilities Fees Study Update
West / Central Lathrop Regional Transportation CFF
Project Descriptions and Costs

No.	Route	Project Limits	Description	2022 Update Project Cost (2022 \$)	Updated Project Cost (2022 \$)	Updated Project Cost (2024 \$)	Escalated Project Cost (2024 \$) ¹	Less: SJ RTIF (2024 \$)	Net Project Cost (2024 \$)
1	Arbor Avenue	Between Macathur Drive and Paradise Avenue	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$15,368,000			\$16,639,000	\$0	\$16,639,000
2	Golden Valley Parkway	Between Paradise Avenue and Paradise Cut	Construct a 4-lane roadway with left turn lanes at all intersections and driveways includes Paradise Cut bridge	\$50,793,000			\$54,997,000	(\$12,469,749)	\$42,527,000
3	Golden Valley Parkway	Between Paradise Cut and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge	\$34,888,000			\$37,775,000	(\$8,564,918)	\$29,210,000
3a	Golden Valley Parkway	Between Paradise Cut and San Joaquin River	Frontage Landscaping (9700 LF)	N/A		\$3,705,400	\$3,705,400	\$0	\$3,705,000 ²
4	Golden Valley Parkway	Between San Joaquin River and Sadler Oak Avenue	Construct a 4-lane divided arterial	\$4,631,000			\$5,015,000	\$0	\$5,015,000
4a	Golden Valley Parkway	Between San Joaquin River and Sadler Oak Avenue	Frontage Landscaping (3600 LF)	N/A		\$1,375,200	\$1,375,200	\$0	\$1,375,000 ²
5	Golden Valley Parkway	Between Sadler Oak Avenue and River Islands Parkway	Construct a 6-lane divided arterial	\$9,463,000			\$10,246,000	\$0	\$10,246,000
5a	Golden Valley Parkway	Between Sadler Oak Avenue and River Islands Parkway	Frontage Landscaping (5400 LF)	N/A		\$2,062,800	\$2,062,800	\$0	\$2,063,000 ²
6	Golden Valley Parkway	Between River Islands Parkway and Lathrop Road	Construct a 6-lane divided arterial	\$10,168,000			\$11,009,000	\$0	\$11,009,000
6a	Golden Valley Parkway	Between River Islands Parkway and Lathrop Road	Frontage Landscaping (5400 LF)	N/A		\$2,062,800	\$2,062,800	\$0	\$2,063,000 ²
7	Golden Valley Parkway	Btw Lathrop Road and Central Lathrop Specific Plan north border	Construct a 4/6 divided arterial	\$7,971,000			\$1,917,703	\$0	\$1,918,000 ³
7a	Golden Valley Parkway	Btw Lathrop Road and Central Lathrop Specific Plan north border	Frontage Landscaping (5400 LF)	N/A		\$2,062,800	\$2,062,800	\$0	\$2,063,000 ²
8	Golden Valley Parkway / Manthey Road	Between Central Lathrop Specific Plan north border and Roth Road	Construct a improved 2-lane arterial	\$2,405,000			\$7,210,564	\$0	\$7,211,000 ³
9	Roth Road Interchange Improvements	Roth Road Interchange	Temporary improvements to signalize and improve ramp intersections, include 4 lanes in interchange area.	\$1,265,000			\$1,369,000	\$0	\$1,369,000
10	Lathrop Road Interchange Improvements	Lathrop Road Interchange	Signalize and improve ramp intersections, include 8 lanes in interchange area.	\$42,666,000		\$39,146,000	\$39,146,000	(\$6,107,000)	\$33,039,000 ⁴
11	Lathrop Road	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$1,611,000			\$1,744,000	\$0	\$1,744,000
12	Louise Avenue Interchange Improvements	Louise Avenue Interchange	Construct 8 lanes in interchange area, expand ramps, upgrade signals as required.	\$45,001,000			\$48,725,000	\$0	\$48,725,000
13	River Islands Parkway	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$1,275,000			\$1,380,000	\$0	\$1,380,000
14	River Islands Parkway	Between Golden Valley Parkway and McKee Avenue	Construct a 6-lane divided arterial.	\$2,551,000			\$2,762,000	\$0	\$2,762,000
15	River Islands Parkway	Between McKee Avenue and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge.	\$16,747,000			\$18,133,000	\$0	\$18,133,000
A	River Islands Parkway	Between San Joaquin River and Somerston Parkway	Construct a 4-lane divided arterial.	\$2,674,000			\$2,895,000	\$0	\$2,895,000
B	Somerston Parkway	Between River Islands Parkway and Lakeside Drive	Construct a 4-lane divided arterial.	\$4,095,000			\$4,434,000	\$0	\$4,434,000
C	Lakeside Drive	Between Somerston Parkway and Golden Valley Parkway	Construct a 4-lane divided arterial.	\$3,964,000			\$4,292,000	\$0	\$4,292,000
D	Somerston Parkway	Between Lakeside Drive and Golden Valley Parkway	Construct a 4-lane divided arterial.	\$3,079,000			\$3,334,000	\$0	\$3,334,000
16	Chrisman Road Interchange Improvements	Paradise Avenue Interchange	Construct new diagonal ramps, signalize ramp intersections, add left turn lanes on all approaches to new signalized intersections, maintain 2-lane overpass.	\$34,980,000		\$36,056,267	\$38,056,287	(\$21,860,232)	\$14,196,000 ⁴
17	Paradise Avenue	Between I-205 and Golden Valley Parkway	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$1,657,000			\$1,794,000	\$0	\$1,794,000
19	Macarthur Drive Interchange Improvements	Macarthur Drive Interchange	Construct interchange improvements	\$18,553,000			\$20,088,000	\$0	\$20,088,000
20	Macarthur Drive	Between I-205 and Arbor Avenue	Widen Roadway to 4 lanes.	\$2,302,000			\$2,493,000	\$0	\$2,493,000
21	Arbor Avenue and Macarthur Drive	Traffic Signal	Construct new traffic signals.	\$794,000			\$859,000	\$0	\$859,000
22	Golden Valley Parkway and Paradise Avenue	Traffic Signal	Construct new traffic signals.	\$794,000			\$859,000	\$0	\$859,000
23	Golden Valley Parkway and River Islands Parkway	Traffic Signal	Construct new traffic signals.	\$794,000			\$859,000	\$0	\$859,000
24	Golden Valley Parkway and Lathrop Road/Spartan Way	Traffic Signal	Construct new traffic signals.	\$794,000			\$859,000	\$0	\$859,000
25	River Islands Parkway and Somerston Parkway	Traffic Signal	Construct new traffic signals.	\$466,000			\$504,000	\$0	\$504,000
26	Lakeside Drive and Somerston Parkway	Traffic Signal	Construct new traffic signals.	\$466,000			\$504,000	\$0	\$504,000
27	Golden Valley Parkway and Somerston Parkway	Traffic Signal	Construct new traffic signals.	\$466,000			\$504,000	\$0	\$504,000
28	Golden Valley Parkway and Lakeside Drive	Traffic Signal	Construct new traffic signals.	\$466,000			\$504,000	\$0	\$504,000
29	Golden Valley Parkway and Stanford Crossing	Traffic Signal	Construct new traffic signals.	\$448,366			\$485,000	\$0	\$485,000
30	Golden Valley Parkway and Faber Street	Traffic Signal	Construct new traffic signals.	\$448,366	\$586,055		\$601,000	\$0	\$601,000 ⁵
31	Golden Valley Parkway and Lathrop Road/Spartan Way	Traffic Signal	Construct new traffic signals.	\$180,000			\$195,000	\$0	\$195,000 ⁶
32	Central Pacific Street and Spartan Way	Improvements	Project Improvement costs	\$100,000			\$108,000	\$0	\$108,000
33	Golden Valley Parkway and Locomotive	Traffic Signal	Construct new traffic signals.	N/A		\$650,000	\$650,000	\$0	\$650,000
34	River Islands Parkway and Oberlin Ave	Traffic Signal	Construct new traffic signals.	N/A		\$650,000	\$650,000	\$0	\$650,000
35	Central Pacific Street and Spartan Way	Traffic Signal	Construct new traffic signals.	N/A		\$650,000	\$650,000	\$0	\$650,000
Total				\$324,323,732			\$353,514,534	(\$49,001,899)	\$304,513,000

¹ Unless otherwise noted, costs escalated based on the increase in the ENR Construction Cost Index from December 2021 (12,481.82) to May 2024 (13,532.44)

² Estimated cost of frontage landscaping estimated at \$382 per linear foot (2024 \$), based upon recent actual costs paid for frontage on Golden Valley Parkway

³ Cost updates provided by the City following changes to the planned roads

⁴ Cost updated to match estimated cost in San Joaquin RTIF program

⁵ Updated project costs are as of October 2022. These Costs have been escalated based on the increase in the ENR Construction Cost Index from October 2022 (13,174.92) to December 2023 (13,514.76)

⁶ \$180,000 of the project cost will be funding through the fee program with the remaining cost funded through a grant

Sources: City of Lathrop, Goodwin Consulting Group, Inc.

Table 5-2
 City of Lathrop 2024 Capital Facilities Fees Study Update
 West / Central Lathrop Regional Transportation CFF
 Net Project Costs by Area

No.	Route	Project Limits	Description	Net Project Cost (2024 \$)	Contribution to Projects by Area ¹				Net Project Cost for WCL	Percentage Funded ²	Remaining Costs
					WCL	EL	O	Total			
1	Arbor Avenue	Between MacArthur Drive and Paradise Avenue	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$16,839,000	80%	0%	20%	100%	\$13,311,200	0.0%	\$13,311,200
2	Golden Valley Parkway	Between Paradise Avenue and Paradise Cut	Construct a 4-lane roadway with left turn lanes at all intersections and driveways includes Paradise Cut bridge	\$42,527,000	80%	0%	20%	100%	\$34,016,427	0.0%	\$34,016,427
3	Golden Valley Parkway	Between Paradise cut and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge	\$29,210,000	83%	4%	13%	100%	\$24,178,194	0.0%	\$24,178,194
3a	Golden Valley Parkway	Between Paradise cut and San Joaquin River	Frontage Landscaping (9700 LF)	\$3,705,000	83%	4%	13%	100%	\$3,066,765	0.0%	\$3,066,765
4	Golden Valley Parkway	Between San Joaquin River and Sadler Oak Avenue	Construct a 4-lane divided arterial.	\$5,015,000	81%	5%	14%	100%	\$4,079,550	0.0%	\$4,079,550
4a	Golden Valley Parkway	Between San Joaquin River and Sadler Oak Avenue	Frontage Landscaping (3600 LF)	\$1,375,000	81%	5%	14%	100%	\$1,118,521	0.0%	\$1,118,521
5	Golden Valley Parkway	Between Sadler Oak Avenue and River Islands Parkway	Construct a 6-lane divided arterial.	\$10,246,000	81%	5%	14%	100%	\$8,312,386	41.6%	\$4,854,433
5a	Golden Valley Parkway	Between Sadler Oak Avenue and River Islands Parkway	Frontage Landscaping (5400 LF)	\$2,063,000	81%	5%	14%	100%	\$1,673,673	0.0%	\$1,673,673
6	Golden Valley Parkway	Between River Islands Parkway and Lathrop Road	Construct a 6-lane divided arterial.	\$11,009,000	82%	6%	12%	100%	\$9,001,916	100.0%	\$0
6a	Golden Valley Parkway	Between River Islands Parkway and Lathrop Road	Frontage Landscaping (5400 LF)	\$2,063,000	82%	6%	12%	100%	\$1,686,888	0.0%	\$1,686,888
7	Golden Valley Parkway	Btw Lathrop Road and Central Lathrop Specific Plan north border	Construct a 4/6 divided arterial.	\$1,918,000	81%	1%	18%	100%	\$1,552,261	0.0%	\$1,552,261
7a	Golden Valley Parkway	Btw Lathrop Road and Central Lathrop Specific Plan north border	Frontage Landscaping (5400 LF)	\$2,063,000	81%	1%	18%	100%	\$1,669,612	0.0%	\$1,669,612
8	Golden Valley Parkway / Manthey Road	Between Central Lathrop Specific Plan north border and Roth Road	Construct a improved 2-lane arterial.	\$7,211,000	65%	18%	18%	100%	\$4,865,175	0.0%	\$4,865,175
9	Roth Road Interchange Improvements	Roth Road Interchange	Temporary improvements to signalize and improve ramp intersections, include 4 lanes in interchange area	\$1,369,000	52%	11%	37%	100%	\$710,783	0.0%	\$710,783
10	Lathrop Road Interchange Improvements	Lathrop Road Interchange	Signalize and improve ramp intersections, include 8 lanes in interchange area	\$33,039,000	73%	6%	21%	100%	\$24,056,166	0.0%	\$24,056,166
11	Lathrop Road	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$1,744,000	75%	8%	17%	100%	\$1,302,439	100.0%	\$0
12	Louise Avenue Interchange Improvements	Louise Avenue Interchange	Construct 8 lanes in interchange area, expand ramps, upgrade signals as required	\$48,725,000	72%	7%	21%	100%	\$35,194,447	0.0%	\$35,194,447
13	River Islands Parkway	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$1,380,000	79%	4%	16%	100%	\$1,095,574	100.0%	\$0
14	River Islands Parkway	Between Golden Valley Parkway and McKee Avenue	Construct a 6-lane divided arterial.	\$2,762,000	85%	4%	11%	100%	\$2,343,178	100.0%	\$0
15	River Islands Parkway	Between McKee Avenue and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge.	\$18,133,000	86%	4%	11%	100%	\$15,529,426	0.0%	\$15,529,426
A	River Islands Parkway	Between San Joaquin River and Somerston Parkway	Construct a 4-lane divided arterial.	\$2,895,000	86%	3%	11%	100%	\$2,489,062	0.0%	\$2,489,062
B	Somerston Parkway	Between River Islands Parkway and Lakeside Drive	Construct a 4-lane divided arterial.	\$4,434,000	91%	2%	8%	100%	\$4,025,898	0.0%	\$4,025,898
C	Lakeside Drive	Between Somerston Parkway and Golden Valley Parkway	Construct a 4-lane divided arterial.	\$4,292,000	98%	1%	2%	100%	\$4,193,675	0.0%	\$4,193,675
D	Somerston Parkway	Between Lakeside Drive and Golden Valley Parkway	Construct a 4-lane divided arterial.	\$3,334,000	88%	2%	10%	100%	\$2,930,982	0.0%	\$2,930,982
16	Chrisman Road Interchange Improvements	Paradise Avenue Interchange	Construct new diagonal ramps, signalize ramp intersections, add left turn lanes on all approaches to new signalized intersections, maintain 2-lane overpass	\$14,196,000	42%	6%	51%	100%	\$5,977,811	0.0%	\$5,977,811
17	Paradise Avenue	Between I-205 and Golden Valley Parkway	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$1,794,000	81%	1%	18%	100%	\$1,449,599	0.0%	\$1,449,599
19	MacArthur Drive Interchange Improvements	MacArthur Drive Interchange	Construct interchange improvements	\$20,088,000	16%	4%	81%	100%	\$3,154,210	0.0%	\$3,154,210
20	MacArthur Drive	Between I-205 and Arbor Avenue	Widen Roadway to 4 lanes.	\$2,493,000	14%	7%	79%	100%	\$343,750	0.0%	\$343,750
21	Arbor Avenue and MacArthur Drive	Traffic Signal	Construct new traffic signals	\$859,000	15%	7%	78%	100%	\$130,078	0.0%	\$130,078
22	Golden Valley Parkway and Paradise Avenue	Traffic Signal	Construct new traffic signals.	\$859,000	81%	1%	18%	100%	\$694,037	0.0%	\$694,037
23	Golden Valley Parkway and River Islands Parkway	Traffic Signal	Construct new traffic signals	\$859,000	82%	5%	14%	100%	\$700,507	100.0%	\$0
24	Golden Valley Parkway and Lathrop Road/Spartan Way	Traffic Signal	Construct new traffic signals.	\$859,000	78%	7%	15%	100%	\$667,262	100.0%	\$0
25	River Islands Parkway and Somerston Parkway	Traffic Signal	Construct new traffic signals	\$504,000	87%	3%	10%	100%	\$439,823	0.0%	\$439,823
26	Lakeside Drive and Somerston Parkway	Traffic Signal	Construct new traffic signals.	\$504,000	91%	1%	8%	100%	\$457,888	0.0%	\$457,888
27	Golden Valley Parkway and Somerston Parkway	Traffic Signal	Construct new traffic signals	\$504,000	83%	4%	13%	100%	\$416,831	0.0%	\$416,831
28	Golden Valley Parkway and Lakeside Drive	Traffic Signal	Construct new traffic signals.	\$504,000	81%	5%	14%	100%	\$410,296	0.0%	\$410,296
29	Golden Valley Parkway and Stanford Crossing	Traffic Signal	Construct new traffic signals	\$485,000	83%	7%	11%	100%	\$400,125	100.0%	\$0
30	Golden Valley Parkway and Faber Street	Traffic Signal	Construct new traffic signals.	\$601,000	84%	5%	11%	100%	\$501,892	100.0%	\$0
31	Golden Valley Parkway and Lathrop Road/Spartan Way	Traffic Signal	Construct new traffic signals	\$195,000	78%	7%	15%	100%	\$151,474	100.0%	\$0
32	Central Pacific Street and Spartan Way	Improvements	Project Improvement costs	\$108,000	84%	3%	13%	100%	\$90,655	100.0%	\$0
33	Golden Valley Parkway and Locomotive Street	Traffic Signal	Construct new traffic signals.	\$650,000	84%	5%	11%	100%	\$542,811	0.0%	\$542,811
34	River Islands Parkway and Oberlin Ave	Traffic Signal	Construct new traffic signals	\$650,000	90%	2%	8%	100%	\$582,009	0.0%	\$582,009
35	Central Pacific Street and Spartan Way	Traffic Signal	Construct new traffic signals	\$650,000	84%	3%	13%	100%	\$545,611	0.0%	\$545,611
Total				\$304,513,000					\$219,860,863		\$200,147,889
Total Complete Projects											\$19,712,974
Total Remaining Projects											\$200,147,889
Less: CFF Fund Balances (December 31, 2023) ⁴											(\$17,973,356)
Remaining Net Project Costs											\$182,174,533

¹ WCL = CLSP Phases 1 and 2, Mossdale Village and River Islands
 EL = East Lathrop
 O = Areas outside the City

² Percentage of each project funded as estimated by the City. Does not include amounts still held in the CFF Fund

³ Contribution to projects based on the average of projects 15B, 15C, 15D, 25, 26, and 27

⁴ Contribution to projects based on project 32

⁵ Includes the balances of the WLSP RTIF and the West/Central Lathrop Transportation CFF. Assumes the entire fund balance is available to apply to remaining projects

Sources: "City of Lathrop Transportation Facility Cost Allocation Study Report" dated May 17, 2024, by Fehr & Peers, City of Lathrop, Goodwin Consulting Group, Inc

Table 5-3
City of Lathrop 2024 Capital Facilities Fees Study Update
West / Central Lathrop Regional Transportation CFF
Dwelling Unit Equivalents (DUEs)

<u>Land Use</u>	<u>Unit</u>	<u>ITE Daily Trip Rate</u>	<u>Pass-By Trip Reduction ¹</u>	<u>Trip Length</u>	<u>DUE</u>
<i><u>Residential</u></i>					
Single Family	unit	9.43	0%	23.70	1.00
Multi-Family	unit	6.74	0%	25.70	0.78
<i><u>Non-Residential</u></i>					
Service/Office Commercial	1,000 SF	10.84	0%	15.60	0.76
Retail Commercial	1,000 SF	37.01	25%	7.70	0.96
Industrial/Warehousing	1,000 SF	1.52	0%	19.00	0.13

¹ Per the Fehr & Peers Cost Allocation Study, a 25% pass-by trip adjustment was applied to retail commercial uses based on pass-by trip data included ITE Trip Generation Manual Appendices.

Sources: "City of Lathrop Transportation Facility Cost Allocation Study Report" dated May 17, 2024, by Fehr & Peers; Goodwin Consulting Group, Inc.

Table 5-4
City of Lathrop 2024 Capital Facilities Fees Study Update
West / Central Lathrop Regional Transportation CFF
Fee Calculation - West/Central Lathrop Projects

Land Use	Units / Bldg SF ¹	DUE Factor	Total DUEs	Percent Allocation	Total Costs	Cost per Unit / Bldg SF	Less: WLSP RTIF ²	Net Cost per Unit / Bldg SF	Average Unit Size ³	Cost per Bldg SF
Total Remaining Costs	\$182,174,533									
<i>Dwelling</i>										
<i>Residential</i>	<i>Units</i>	<i>per Unit</i>				<i>per Unit</i>	<i>per Unit</i>	<i>per Unit</i>		<i>Per SF</i>
Single Family	8,100	1.00	8,100	42.46%	\$77,348,223	\$9,549	(\$426)	\$9,123	2,570	\$3,550
Multi-Family	5,815	0.78	4,507	23.62%	\$43,038,079	\$7,401	(\$499)	\$6,902	975	\$7,079
Subtotal - Residential	13,915		12,607	66.08%	\$120,386,302					
<i>Non-Residential</i>										
	<i>Bldg SF</i>	<i>per 1,000 SF</i>				<i>Per 1,000 SF</i>	<i>Per 1,000 SF</i>	<i>Per 1,000 SF</i>		<i>Per 1,000 SF</i>
Service/Office Commercial	5,791,507	0.76	4,382	22.97%	\$41,845,692	\$7,225	(\$661)	\$6,564	N/A	\$6,564
Retail Commercial	1,108,368	0.96	1,060	5.56%	\$10,121,856	\$9,132	(\$2,384)	\$6,748	N/A	\$6,748
Industrial/Warehousing	7,958,647	0.13	1,028	5.39%	\$9,820,684	\$1,234	(\$322)	\$912	N/A	\$912
Subtotal - Non-Residential	14,858,522		6,471	33.92%	\$61,788,231					
Total			19,078	100.00%	\$182,174,533					

¹ Includes anticipated remaining units and square footage in CLSP, Mossdale Village, and River Islands based on building permits issued as of June 30, 2024.

² Assumes 100% of WLSP RTIF Fees collected will contribute to projects that overlap with the West/Central Lathrop CFF. The WLSP RTIF does not currently have a fee rate for Industrial/Warehousing Land Uses. Assumes the City will charge \$322 per 1,000sf, based on the relative transportation DUE factors described in Table 5-3.

³ Based on the average square footage of units in newly-developing areas of the City.

Sources: Goodwin Consulting Group, Inc.

**Table 5-5
Comparison of Proposed West/Central Lathrop Transportation CFFs For CLSP**

Land Use	Proposed CFF	Current CFF	Percent Increase
<u>Residential</u>			
Single Family	\$9,123 per Unit	\$4,539 per Unit	101.0%
Multi-Family	\$6,902 per Unit	\$2,787 per Unit	147.7%
<u>Non-Residential</u>			
Service/Office Commercial	\$6,564 per 1,000 sf	\$4,225 per 1,000 sf	55.4%
Retail Commercial	\$6,748 per 1,000 sf	\$5,784 per 1,000 sf	16.7%

**Table 5-6
Comparison of Proposed West/Central Lathrop Transportation CFFs Mossdale Village¹**

Land Use	Proposed CFF¹	Current CFF	Percent Increase
<u>Residential</u>			
Single Family	\$9,123 per Unit	\$4,325 per Unit	110.9%
Multi-Family	\$6,902 per Unit	\$2,667 per Unit	158.8%
<u>Non-Residential</u>			
Service/Office Commercial	\$6,564 per 1,000 sf	\$6,204 per 1,000 sf	5.8%
Retail Commercial	\$6,748 per 1,000 sf	\$6,851 per 1,000 sf	-1.5%

¹ The proposed CFF applies to new development within Mossdale Village and certain areas within the Mossdale Landing developments for which the development agreement between the City and the developer has expired. Exhibit 3 in this report identifies the remaining areas in the Mossdale Landing developments that are subject only to annual inflation increases based on the ENR construction index.

**Table 5-7
Comparison of Proposed West/Central Lathrop Transportation CFFs For River Islands**

Land Use	Proposed CFF	Current CFF	Percent Increase
<u>Residential</u>			
Single Family	\$9,123 per Unit	\$4,972 per Unit	83.5%
Multi-Family	\$6,902 per Unit	\$3,052 per Unit	126.2%
<u>Non-Residential</u>			
Service/Office Commercial	\$6,564 per 1,000 sf	\$4,562 per 1,000 sf	43.9%
Retail Commercial	\$6,748 per 1,000 sf	\$8,263 per 1,000 sf	-18.3%

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

6. CULTURE AND LEISURE CFF – FACILITIES COMPONENT

This section of the report identifies the facilities, costs, and the updated CFF rates required to fund the facilities in the Facilities Component of the Culture and Leisure CFF.

BACKGROUND

The City originally created the Culture and Leisure CFF in 1990. In 2003 the CFF was updated to include the costs of linear parks and a senior center. In 2005, the CFF was further updated to include a community center and to reassign the cost of a performing arts center to the Municipal Service Facilities CFF. For purposes of charging the fees, the City splits the CFF into three components: the Facilities Component, the Neighborhood Parks Component, and the Community Parks Component. This Fee Study only updates the Facilities Component; the two parks components have only been adjusted for inflation using the ENR 20-City CCI and converted to be charged on a square footage basis, as described later in this Fee Study.

FACILITIES AND COSTS

Table 6-1 at the end of this section lists the facilities included in the Facilities Component of the Culture and Leisure CFF. In the 2005 update, this CFF included a separate library, senior center, gym or youth center, and an expansion to the community center. Based on feedback from City staff, all of these facilities will be consolidated into a new 66,000 square foot community center that will serve the same functions as all of the prior facilities. The community center will also serve the function of the planned performing arts center which is included as a planned facility in the Municipal Service Facilities CFF. The total cost of the Generations Center was approximately \$8 million, with \$5 million of this cost being covered by a State grant. The planned community center is estimated to cost \$90 million.

The City also has an existing 5,000 square foot senior center, a 15,000 square foot community center, and a 9,500 square foot Generations Center. Aside from the Generations Center, the City plans to replace the existing facilities with the new community center and potentially repurpose them in the future. Table 6-2 shows the sizes of each facility and compares the existing and future facilities to the population that will be served. The current facilities total 29,500 square feet and serve the current population of 28,503 residents, which means the current ratio of facility square footage to population is 1.035. At buildout, the current and planned facilities total 95,500 square feet and the population is anticipated to be 95,065 residents, which produces a square footage to population ratio of 1.005. Since the two ratios are very similar, the new planned community center

does not appear to increase the level of service relative to the projected population.

FEE CALCULATION

Table 6-3 shows the allocation of the Culture and Leisure Facilities costs and the calculation of the fees. As mentioned previously, the community center will also serve the functions of the planned performing arts center that is included as a cost for the Municipal Service Facilities CFF. To avoid double counting, the estimated \$9.5 million cost of the performing arts center has been deducted from the cost of the community center, which brings the net cost of the community center to \$80.5 million. The projected growth in the resident population represents about 70% of the anticipated population at buildout. Since the planned community center will serve all residents in the City, only about 70% of the \$80.5 million net cost can be paid by fees charged to future development. This brings the total cost allocated to future development to \$56.4 million. The remaining \$24.1 million attributable to existing development cannot be included in the CFF and must be paid from prior fee revenues and other available sources.

Based on the buildout resident population of 95,065, the cost per future resident for Culture and Leisure Facilities is estimated to be \$847. For this update, the City provided revised estimates of persons per household for single family and multi-family units. Based on an estimated 3.2 persons per household for single family units and 2.5 persons per household for multi-family units, this equates to a cost per unit of \$2,709 and \$2,117 respectively. Due to new requirements in AB 602, these per-unit fees have been converted into fees that are charged per square foot using average unit size assumptions. The average unit sizes are based on the average unit sizes found in CLSP, Mossdale Village, and River Islands, as these newly developing areas will better represent the size of units developed in the future.

FEE COMPARISON

Table 6-4 shows how the proposed CFF compares to the current fees. Since the current fee for the Facilities Component is charged on a per-unit basis, the current fee is compared to the proposed fee rate based on the average unit sizes. The proposed fees are 35.6% and 29.5% lower for single family and multi-family units, respectively.

**Table 6-1
City of Lathrop 2024 Capital Facilities Fees Study Update
Culture and Leisure CFF - Facilities Component
Facilities Cost Summary**

Culture and Leisure Facility ¹	Quantity	Estimated Cost (2015 \$)	Estimated Cost (2024 \$)	Status
Generations Center ²	9,500 SF	\$3,060,837	\$3,060,837	Complete
Community Center ³	1	N/A	\$90,000,000	Planned
Total Facilities			\$93,060,837	

¹ Excludes costs for existing senior center and the current community center.

² The actual cost of the Generations Center was \$8,060,837. A \$5M State Grant was used to pay for a portion of the costs and thus that portion is excluded from the analysis. Assumes no escalation after the last payments for this facility in January 2015.

³ Community Center cost estimate provided by the City.

Sources: Goodwin Consulting Group, Inc.

**Table 6-2
 City of Lathrop 2024 Capital Facilities Fees Study Update
 Culture and Leisure CFF - Facilities Component
 Review of Facilities**

Culture and Leisure Facility	Existing / Planned	Square Footage
Existing Senior Center	Existing	5,000
Existing Community Center	Existing	15,000
Generations Center	Existing	9,500
New Community Center ¹	Planned	66,000
Total		95,500
Total Existing Facilities (sf)		29,500
Total Planned Facilities (sf)		66,000
Current Population ²		28,503
Existing SF / Current Population		1.035
Projected Buildout Population ²		95,065
All SF / Buildout Population		1.005

¹ Square footage estimate provided by the City.

² Population estimates from the City's 2022 General Plan Update by De Novo Planning Group.

Sources: May 2022 Draft EIR Lathrop General Plan Update by De Novo Planning Group; Goodwin Consulting Group, Inc.

**Table 6-3
City of Lathrop 2024 Capital Facilities Fees Study Update
Culture and Leisure CFF - Facilities Component
Fee Calculation**

Existing Residential Population	28,503	30.0%
Projected Growth (Future Residents)	66,562	70.0%
Projected Buildout Population	95,065	100.0%
Total Planned Facilities Cost (2024 \$)		\$90,000,000
Less: Estimated Cost of Performing Arts Center (2024 \$) ¹		(\$9,514,000)
Net Total Planned Facilities Cost (2024 \$)		\$80,486,000
Costs Allocated to Existing Development ²		\$24,131,830
Costs Allocated to Future Development		\$56,354,170
Costs per Future Resident		\$847

Fee Calculation			Culture & Leisure Facilities
Residential	Persons per Household	Cost per Resident	Fee (per-Unit)
Single Family	3.2	\$847	\$2,709
Multi-Family	2.5	\$847	\$2,117

Residential	Average Unit Size (SF) ³	Culture & Leisure Facilities Fee (per-SF)
Single Family	2,570	\$1.054
Multi-Family	975	\$2.171

¹ A portion of the planned community center will ultimately serve the purpose of the performing arts center, which is still included as a planned facility in the Municipal Service Facilities CFF. The estimated cost of the performing arts center has been deducted from the total cost of the community center to avoid double counting.

² Represents the portion of planned facilities that will serve existing residents. This cost is excluded from the fee calculation and must be funded from prior fees collected or through another source.

³ Based on the average square footage of units in newly-developing areas of the City.

Sources: Goodwin Consulting Group, Inc.

Table 6-4
City of Lathrop 2024 Capital Facilities Fees Study Update
Culture and Leisure CFF - Facilities Component
Fee Comparison - Proposed vs. Current Fees

Residential	Current Fee (per Unit)	Proposed Fee (per Unit) ¹	Percent Change
Single Family	\$4,208	\$2,709	-35.6%
Multi-Family	\$3,004	\$2,117	-29.5%

¹ Shows the proposed fee based on an average-sized unit for comparison to existing fees.

Sources: Goodwin Consulting Group, Inc.

7. CLSP IN-LIEU COMMUNITY PARKS DEDICATION CFF

Section 7.06.2.6 of the DA states that the City shall establish an in-lieu fee to fund the acquisition of community park land in CLSP. All development in CLSP will be required to either dedicate community park land or be subject to the CLSP In-Lieu Community Parks Dedication Fee (the “In-Lieu Fee”). This section of the report identifies the land, costs, and the CFF rates required to fund community park land acquisition in CLSP.

BACKGROUND

The In-Lieu Fee was originally adopted in February 2019. The DA states that the CLSP will include 70 gross acres of community parks, including 47.3 acres of community-serving recreation and sports complex parks and 22.7 acres of enhanced linear parks. Section 7.06.2 of the DA states that the original developer, Richland, and subsequently Saybrook, through the acquisition of the project area, dedicated 21.7 acres of community park land and 16.4 acres of linear parks. Subsequently, Saybrook dedicated 5.76 acres of park land for the City’s Generations Center. In total, Saybrook has dedicated a total of 43.86 acres of community park land.

On July 9, 2018, the City Council reassigned 12.56 acres of land that were planned for community park development to residential land. Additionally, the 5.76 acres of the City’s Generations Center was reassigned to community park land. As a result of these land reassignments, community park land planned for CLSP was reduced from 70 to 63.2 acres. Table 7-1 at the end of this section illustrates this reduction of community park acreage and shows the amount of land dedicated by Saybrook and Richland.

FACILITIES AND COSTS

The CLSP Phase 2 Amendments changed the zoning of Phase 2 from a mix of residential and commercial uses to limited industrial. As a direct result, the anticipated number of residential units decreased from 5,144 to approximately 2,814. This means there will be fewer units to pay the In-Lieu Fee than was previously assumed in 2019. However, the City still needs to at least reimburse Saybrook for their dedications totaling 43.86 acres of community and linear parks pursuant to the DA. If the full cost were charged to the remaining units in Phase 1, it would overburden those units with a higher amount of park acreage per EDU. Table 7-2 shows that in the original 2019 calculation of CFF, about 0.0125 acres of community and linear parks were planned for each EDU paying the fee. Maintaining the same standard for the 2,523 anticipated EDUs following the Phase

2 Amendments produces a total of 31.47 acres that can be included in the In-Lieu Fee. This represents approximately 49.8% of the acreage overall. Table 7-3 shows the land costs for the community park land as identified in the DA. The community and linear park land had an estimated value in the DA of \$175,000 per acre in 2016. This cost was inflated by the ENR index and has a value of \$224,600 in 2024 dollars. The total value of the 57.44 acres of community park land is \$12.9 million, but since only 49.8% can be included, the net cost is \$6.4 million. Similarly, the Generations Center land has an estimated value of \$324,860 per acre in 2024 dollars and a total value of \$1.9 million, of which only \$0.9 million can be included. The 63.2 acres of community park land have a total value of \$14.8 million and \$7.4 million of that is included in the calculation of the In-Lieu Fee.

IN-LIEU FEE CALCULATION

Table 7-4 shows the In-Lieu Fee calculation. Residential development's impact on community parks is based on the average persons per household ("PPH") per single family residential ("SFR") and multi-family residential ("MFR") unit. The CFF program assumes that SFR units have, on average, 3.2 PPH and MFR units have 2.5 PPH. Converting this to equivalent dwelling units and assuming an SFR unit equals 1.0 EDUs, the EDU factor for an MFR unit is calculated to be 0.78 EDU ($2.5/3.2 = 0.78$ EDU).

Applying these EDU factors to the 2,814 SFR and MFR units in CLSP produces a total of 2,523 EDUs. Dividing the total cost of \$7.4 million by the 2,523 EDUs produces a cost per EDU of \$2,916. The In-Lieu Fees are then calculated by multiplying the \$2,916 cost per EDU by the EDU factor for the SFR and MFR units. For an SFR unit, the In-Lieu Fee is \$2,916 and for a MFR unit it is \$2,278, as shown in Table 7-4. Due to new requirements in AB 602, these per-unit fees have been converted into fees that are charged per square foot using average unit size assumptions. The average unit sizes are based on the average detached unit size found in CLSP and a citywide average for multi-family units.

REMAINING REIMBURSEMENT

Table 7-5 shows a reconciliation of the changes to the In-Lieu Fee calculation and estimates the remaining fees to be collected. There were approximately 1,232 units with permits issued as of June 30, 2024. That corresponds to approximately 49% of the costs, or about \$3.6 million based on the reduced cost included in the calculation. An estimated \$2.7 million was either used as fee credits or collected from permits issued. The difference of about \$0.8 million represents an existing deficiency arising because the fees paid at the current CFF rates were lower than what was needed, given the higher number of units previously expected. This figure should be treated

as an approximation of the shortfall due to the different dates of the permit and fee collection information. That, combined with \$3.1 million of reimbursement not included in the CFF, produces a total shortfall of \$3.9 million. Note that this assumes the City will not acquire any more land and will only reimburse Saybrook for the 43.86 acres it has already dedicated. The remaining 51% of EDUs that have yet to be issued building permits are expected to pay a total of \$3.8 million in fees for this CFF.

IN-LIEU FEES AND COMPARISON

Table 7-6 shows a comparison of the proposed In-Lieu Fees to the current fees. Aside from rounding differences in the inflation adjustments, the fee for SFR units has not changed because the amount of acreage included in the calculation of the In-Lieu Fee was restricted. The City updated the PPH assumptions for this update, so the fee for multi-family units has increased by 9.4%. As with the other fees in this Fee Study, the current In-Lieu Fee is charged on a per-unit basis, so the current fee is compared to the proposed fee assuming it is applied to an average-sized unit.

Developers will be required to dedicate their fair share of community park land or pay the In-Lieu Fee. The In-Lieu Fee should be updated if the total expected residential units or the residential mix of SFR and MFR units differs from the residential development included in this In-Lieu Fee calculation, as this will change the In-Lieu Fee rates and credit/reimbursement amounts.

In addition, the DA states in section 7.06.2.6 that the In-Lieu Fee shall be paid for all units within each subdivision before issuance of the first building permit for construction of a single family unit in each such subdivision.

AB 602

Table 7-6 shows that the proposed In-Lieu Fee is higher than the City's current fee for multi-family units. Pursuant to AB 602, if a fee study supports increasing an existing fee, the local agency shall review the assumptions of the fee study that supported the original or prior fee and evaluate the amount of fees collected under the original or prior fee.

This Fee Study and City staff support increasing the current In-Lieu Fee that was adopted by the Council in 2019 because the current fee rate is disproportionately low for multi-family units based on their relative demand for community park facilities. As described above, the Fee Study limits the amount of park acreage that can be funded through the fee so that the overall level of service

funded through the In-Lieu Fee is not increasing for residential units in CLSP.

Table 7-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP In-Lieu Community Parks Dedication CFF
Community Park Acres Calculation

<u>Item</u>	<u>Acres</u>
Planned Community and Linear Parks Acreage in CLSP	70.00
Less: CLSP Parkland Reassigned to Residential Land ¹	(12.56)
Plus: Generation Center Land Reassigned to Community Park	5.76
Net Community and Linear Parks Acreage Planned in CLSP ²	63.20
Richland Community Park Land Dedication	21.70
Richland Linear Park Land Dedication	16.40
Saybrook Generations Center Land Dedication	5.76
Total Community and Linear Parks Acreage Dedicated	43.86

¹ Pursuant to resolution adopted by City Council on July 9, 2018

² Prior to amendments to CLSP Phase 2 zoning.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 7-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP In-Lieu Community Parks Dedication CFF
Community Park Acres Adjustment

Net Community and Linear Park Acres Planned in CLSP	63.20
Total EDUs Prior to CLSP Phase 2 Amendments ¹	5,066
Prior Community and Linear Park Acres per EDU (A)	0.0125
Total EDUs After CLSP Phase 2 Amendments (B) ²	2,523
Community and Linear Park Acres to be included in CFF (A x B)	31.47
Percent To Be Included	49.8%

¹ From 2019 CFF Update Study. Based on 4,870 SFR units at 1.00 EDUs per unit and 274 MFR units at 0.714 EDUs per unit.

² See Table 7-4.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 7-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP In-Lieu Community Parks Dedication CFF
Land Cost Summary

Item	Acres	Percentage Included	Reduced Acres ¹	Cost Per Acre (2024 \$)	Total Land Cost
Community and Linear Parks Land	57.44	49.8%	28.60	\$224,600 ²	\$6,424,648
Generations Center Land	5.76	49.8%	2.87	\$324,860 ³	\$931,212
Total	63.20		31.47		\$7,355,860

¹ Park acreage reduced to match prior acreage per EDU for purposes of the fee calculation.

² Equals \$175,000 per gross acre plus an inflation adjustment of 28.35% since from December 2016.

³ Equals \$6 per gross square foot, or \$261,360 per acre, plus an inflation adjustment of 24.30% since December 2017.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

**Table 7-4
 City of Lathrop 2024 Capital Facilities Fees Study Update
 CLSP In-Lieu Community Parks Dedication CFF
 Fee Calculation**

<u>EDU Calculation</u>				
	Buildout			
	Units	EDU/Unit		Total EDUs
SFR	1,483	1.00		1,483
MFR	1,331	0.78		1,040
Total	2,814			2,523
<u>Cost Per EDU</u>				
Total Cost of Park Land (2024 \$)				\$7,355,860
Number of EDUs for CLSP				2,523
Land Cost Per EDU (2024 \$)				\$2,916
<u>In-Lieu Fee Calculation</u>				
Land Use	Persons per Household	Equivalent Dwelling Unit	Cost Per EDU	In-Lieu Community Parks Dedication Fee (per-Unit)
Single Family	3.2	1.00	\$2,916	\$2,916
Multi-Family	2.5	0.78	\$2,916	\$2,278
Land Use			Average Square Footage Per Unit ¹	In-Lieu Community Parks Dedication Fee (per-SF)
Single Family			2,132	\$1.368
Multi-Family			975	\$2.336

¹ Based on the average square footage of constructed detached units within CLSP. Average multi-family square footage based on the citywide average.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 7-5
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP In-Lieu Community Parks Dedication CFF
Remaining Reimbursement from CFF Revenues

Item			
CLSP Community Parks Acreage	a		63.20
Estimated EDUs in CLSP Phase 1	b		2,523
Community Park Acres Per EDU	c = a/b		0.0250
		EDU/Unit	
Estimated Permitted SFR Units in CLSP		1.00	1,232
Estimated Permitted MFR Units in CLSP		0.78	0
Total Permitted Units			1,232
Total Permitted EDUs		d=(1,232*1.0 + 0*0.78)	1,232
Percent EDUs from Existing Development			49%
Reimbursement Cost Attributable to Existing Development (Based on Reduced 31.47 ac)			(\$3,592,145)
Estimated Credits Used (Phase 1A, 418 units)			\$1,038,714
Estimated Fees Collected through December 31, 2023			\$1,706,850
Estimated Existing Deficiency (Based on Reduced 31.47 ac)			(\$846,581)
Estimated Cost of CLSP Community Parks Acreage to be Reimbursed (43.86 ac) ¹			(\$10,428,061)
Plus: Cost based on Reduced Acreage (31.47 ac)			\$7,355,860
Cost Not Funded in CFF			(\$3,072,201)
Percent EDUs from Future Development			51%
Reimbursement Cost Attributable to Future Development			\$3,763,715
Estimated Future Fees Revenues	Units ²	Fee (Avg. Unit SF)	Fee Revenues
SFR	251	\$2,916	\$731,841
MFR	1,331	\$2,278	\$3,031,874
Total	1,582		\$3,763,715

¹ Based on costs per acre shown in Table 7-3.

² Estimated remaining residential development within Central Lathrop as of June 30, 2024.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 7-6
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP In-Lieu Community Parks Dedication CFF
Fee Comparison - Proposed vs. Current Fees

Residential	Current Fee (per Unit)	Proposed Fee (per Unit) ¹	Percent Change
Single Family	\$2,915	\$2,916	0.0%
Multi-Family	\$2,083	\$2,278	9.4%

¹ Shows the proposed fee based on an average-sized unit for comparison to existing fees.

Sources: Goodwin Consulting Group, Inc.

8. CLSP NEIGHBORHOOD PARK CFF

This section of the report identifies the costs, park improvements, and the updated CLSP Neighborhood Park CFF rates required to fund the reimbursement of the cost of the CLSP neighborhood parks.

BACKGROUND

The DA states that the City shall establish a fee to fund neighborhood park development costs for the CLSP. The cost to construct the CLSP neighborhood park improvements was estimated to be \$250,000 per acre in 2005 and subsequently was inflated to \$298,501 per acre in 2016, based on the CCI. However, based on the actual development costs for a CLSP neighborhood park constructed by Saybrook in Stanford Crossing in 2020, the total actual costs at the time were \$390,251 per acre. The CFF was adjusted in 2020 to reflect the increase in costs. Since then, the four parks in CLSP Phase 1 have been constructed and their actual costs are slightly lower on average than the prior estimate from 2020. Additionally, certain parcels were rezoned in the 2022 General Plan update to allow for more multi-family development within CLSP Phase 1. It is necessary to update the CFF to incorporate the actual park costs and to spread those costs proportionately to the new total anticipated number of units to keep the fees in line with the reimbursement required.

FACILITIES AND COSTS

Table 8-1 at the end of this section shows the development costs for the 18.73 acres of neighborhood park land in Stanford Crossing. As of this Fee Study, all of the neighborhood parks have been completed and their actual costs are known. In total, the neighborhood parks in Stanford Crossing have an inflation-adjusted cost of \$8.2 million. As mentioned previously, this is slightly lower on average than the prior assumption from 2020.

FEE CALCULATION

Table 8-2 shows the Neighborhood Park CFF calculation. Residential development's impact on neighborhood parks is based on the average PPH per SFR and MFR unit. The CLSP Neighborhood Park CFF assumes that SFR units have on average 3.2 PPH, and multifamily units have 2.5 PPH. By converting this to equivalent dwelling units, where an SFR unit equals 1.0 EDU, then the EDU factor for an MFR unit is calculated to be 0.78 EDUs ($2.5/3.2 = 0.78$ EDUs).

Applying these EDU factors to the 2,814 residential units in Phase 1 of the CLSP development produces a total of 2,523 EDUs. Dividing the total cost of \$8.2 million by the 2,523 EDUs produces a cost per EDU of \$3,246. The fee amounts are then calculated by multiplying the \$3,246 cost per EDU by the EDU factors assigned to the SFR and MFR units. Based on these calculations the CLSP Neighborhood Park CFF is \$3,246 for an SFR unit and \$2,536 for an MFR unit, as shown in Table 8-2. Due to new requirements in AB 602, these per-unit fees have been converted into fees that are charged per square foot using average unit size assumptions. The average unit sizes are based on the average detached unit size found in CLSP and a citywide average for multi-family units. The per-square foot fees are \$1.523 per square foot for SFR units and \$2.601 per square foot for MFR units.

FEE COMPARISON

Table 8-3 compares the current fee to the proposed fee. The current fee is charged on a per-unit basis, so the current fee is compared to the proposed fee assuming it is applied to an average-sized unit. The proposed fee is 32.1% lower for SFR units and 25.7% lower for MFR units. This is largely due to the additional multi-family units that will pay the fee in CLSP Phase 1, however, some of the decrease is also the result of the lower-than-expected park development costs versus the prior assumptions.

Table 8-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Neighborhood Park CFF
Park Development Costs

Item	Status	Park Acres	Park Cost		Total Cost	As of	Park Cost	Total Cost
			Per Acre				Per Acre (2024 \$)	
Phase 1A	Complete	4.13	\$395,021	\$1,631,439		7/2020	\$466,703	\$1,927,485
Phase 1B	Complete	5.09	\$349,302	\$1,777,948		2/2021	\$403,551	\$2,054,072
Phase 1C	Complete	5.00	\$360,792	\$1,803,961		10/2022	\$370,099	\$1,850,493
Phase 1D	Complete	4.51	\$521,681	\$2,352,780		9/2023	\$522,806	\$2,357,855
Total		18.73						\$8,189,905

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 8-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Neighborhood Park CFF
Fee Calculation Summary

<u>EDU Calculation</u>				
		Units	EDU/Unit	Total EDUs
SFR		1,483	1.00	1,483
MFR		1,331	0.78	1,040
Total		2,814		2,523
<u>Cost Per EDU</u>				
Total Park Development Costs				\$8,189,905
Number of EDUs for CLSP				2,523
Cost Per EDU				\$3,246
<u>Fee Calculation</u>				
Land Use	Persons per Household	Equivalent Dwelling Unit	Cost Per EDU	Neighborhood Park Fee (Per-Unit)
Single Family	3.2	1.00	\$3,246	\$3,246
Multi-Family	2.5	0.78	\$3,246	\$2,536
Land Use			Average Square Footage Per Unit ¹	Neighborhood Park Fee (Per-SF)
Single Family			2,132	\$1.523
Multi-Family			975	\$2.601

¹ Based on the average square footage of constructed detached units within CLSP. Average multi-family square footage based on the citywide average.

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

Table 8-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Neighborhood Park CFF
Fee Comparison - Proposed vs. Current Fees

Residential	Current Fee (per Unit)	Proposed Fee (per Unit) ¹	Percent Change
Single Family	\$4,781	\$3,246	-32.1%
Multi-Family	\$3,415	\$2,536	-25.7%

¹ Shows the proposed fee based on an average-sized unit for comparison to existing fees.

Sources: Goodwin Consulting Group, Inc.

9. CLSP ENTITLEMENT FEES

The CLSP Entitlement Fees are City planning fees pursuant to Section 65456 of the California Government Code. The amount of the fees shall be equal to each owner's fair share, based on the total developable acreage of the property, of the cost of preparing, adopting, and/or certifying, administering, and defending the CLSP, the CLSP EIR, and all other related documents and approvals benefitting the property.

BACKGROUND

The original specific plan for CLSP was adopted in November of 2004. Subsequently, Saybrook acquired the land within the CLSP and entered into the DA with the City in 2016. In 2019, pursuant to Section 5.05.3 of the DA, the City adopted the Entitlement Fees. The Entitlement Fee for CLSP Phases 1 and 2 was created to reimburse Saybrook for costs incurred to obtain the entitlements for the project. The Prior Developer Account Open Items Fee includes the cost of City staff time spent on the entitlement process for the CLSP. Following the CLSP Phase 2 amendments, there is now a need to create a third entitlement fee to reimburse the Hodgdon Group (the "Phase 2 Developer") for the costs of updating the Phase 2 entitlements. The three fees are collectively referred to as the "CLSP Entitlement Fees".

ENTITLEMENT COSTS

Table 9-1 at the end of this section details all of the costs incurred to revise the Phase 2 entitlements. These costs were actually incurred by the Phase 2 Developer between 2021 and 2023, so each cost has been inflated using the CCI to December 2023 (13,514.76). The total cost of the Phase 2 entitlements is \$457,976. Table 9-2 shows the costs of the original Phase 1 and Phase 2 entitlements and the Prior Developer Account Open Items. Across all three CLSP Entitlement Fees, the total costs to be reimbursed are \$5,066,681 in 2024 dollars.

LAND USES IN CLSP

CLSP abuts the northern boundary of Mossdale Village and includes 1,521 acres. Originally this area was planned for 5,144 residential units and approximately 4.7 million square feet of commercial space. In September 2022, the Council adopted updates to the City's General Plan. The update changed the zoning within Phase 2 of CLSP from a mix of residential and commercial land uses to limited industrial uses. Table 9-3 shows the breakdown of the gross acreage in CLSP by land use type after the amendments to Phase 2. Table 9-4 shows the breakdown of the net

acreage by land use type and by phase. The total net acreage does not include public land uses, parks and open space, or major/existing roadways. Several updates to the net acreage have occurred since the CLSP was adopted and these changes have been incorporated into Tables 9-3 and 9-4. For example, an 18-acre site that was previously planned for a K-8 school was rezoned to Variable Density Residential. The City also rezoned 12.56 acres of park land to residential development. 5.76 acres that were planned for Residential Mixed Use were developed as the City's Generations Center. Finally, the entirety of Phase 2 was rezoned to Limited Industrial, including an additional 41.1 acres previously zoned for parks, streets, and other uses exempt from the fees. The total net acreage of Phases 1 and 2 is 1,169.7 and the total net acreage of Phase 2 is 618.0.

FEE CALCULATION

The CLSP Phase 1 and 2 Entitlements and the Prior Developer Account Open Items benefit all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP Phases 1 and 2 based on developable net acreage. The CLSP Phase 2 Entitlements benefit only developments in Phase 2, and therefore the total cost is allocated proportionately to properties in CLSP Phase 2. Table 9-5 shows the allocation of these costs to the applicable areas. The total of the fees for developments in Phase 1 is \$3,940 per acre and the total for developments in Phase 2 is \$4,681 per acre.

REMAINING REIMBURSEMENTS AND CREDITS

The CLSP Entitlement Fees are based on costs originally incurred by their respective developers. Because the developers funded these costs, they will receive fee credits for their developments within CLSP and also reimbursement from other developers in their respective areas. The City originally funded the costs associated with the Prior Developer Account Open Items Fee, so it will receive reimbursement from all developers in the CLSP area for this fee. Table 9-6 presents an estimate of the remaining amount of reimbursement due to developers under each fee based on an estimate of current development. This should be treated only as an approximation of the fees to be collected and is subject to change based on changes in development assumptions.

FEE COMPARISON

Table 9-7 shows a comparison of the current CLSP Entitlement Fees to the proposed fees. The fees for both CLSP Phase 1 and 2 Entitlements and the Prior Developer Account Open Items have decreased by 3.5%, due to the additional developable acreage from the CLSP Phase 2 Amendments.

Table 9-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlements Fee for CLSP Phase 2
Phase 2 Entitlement Costs

Vendor	Invoice	Description	Invoice Date	Original Amount	Cost (2024 \$) ¹
City of Lathrop	2021-00000036	CLSP P2-Inf Planning	7/13/2021	\$18,400	\$20,321
City of Lathrop	2021-00000088	CLSP Dsgn/Spec Pln Amnd	7/14/2021	\$18,789	\$20,751
City of Lathrop	TaskOrder13	CEQA Docs CLSP Update	1/31/2023	\$5,290	\$5,426
City of Lathrop	TaskOrder20	CLSP P2 Spec Pln, Rzn, CTA	1/31/2023	\$40,135	\$41,170
City of Lathrop	TaskOrder15	CEQA Docs Ashley WH, CLSP	4/13/2023	\$2,760	\$2,819
City of Lathrop	CLSP-P2	Update Cap Fac Fee CLSP P2	6/21/2023	\$68,425	\$69,295
City of Lathrop	CFD -NBS	CFD formation for CLSP2	11/7/2023	\$21,850	\$21,857
City of Lathrop	2023-0092	Transportaion Fac Cost Alloc	12/4/2023	\$46,000	\$46,000
MacKay & Somps Civil Engineers	25236.000PHMC-1	Orig. Inv. Date 7/31/22	8/1/2022	\$26,187	\$26,871
MacKay & Somps Civil Engineers	25236.000PHMC-2	Orig. Inv. Date 8/31/22	9/1/2022	\$73,773	\$75,684
MacKay & Somps Civil Engineers	25236.000PHMC-3		10/31/2022	\$25,205	\$25,855
MacKay & Somps Civil Engineers	25236.000PHMC-4	Orig. Inv. Date 11/30/22	12/1/2022	\$17,566	\$18,019
MacKay & Somps Civil Engineers	25236.000PHMC-5		12/30/2022	\$27,419	\$28,126
MacKay & Somps Civil Engineers	25236.000PHMC-6		1/31/2023	\$21,788	\$22,350
MacKay & Somps Civil Engineers	25236.000PHMC-7		2/28/2023	\$1,770	\$1,816
MacKay & Somps Civil Engineers	25236.000PHMC-8		3/29/2023	\$2,978	\$3,054
MacKay & Somps Civil Engineers	25236.000PHMC-9		4/30/2023	\$12,030	\$12,290
MacKay & Somps Civil Engineers	25236.000PHMC10		5/31/2023	\$4,147	\$4,217
MacKay & Somps Civil Engineers	25236.000PHMC11		6/29/2023	\$628	\$636
MacKay & Somps Civil Engineers	25236.000PHMC12		7/27/2023	\$683	\$688
MacKay & Somps Civil Engineers	25236.000PHMC13	Orig. Inv. Date 8/31/23	9/1/2023	\$314	\$315
MacKay & Somps Civil Engineers	25236000PHMC-14		9/28/2023	\$3,440	\$3,447
MacKay & Somps Civil Engineers	25236000PHMC-15		10/27/2023	\$6,401	\$6,409
MacKay & Somps Civil Engineers	25236000PHMC-16		11/28/2023	\$560	\$560
Total				\$446,538	\$457,976

¹ Costs inflated from the month of each invoice to December 2023 (13,514.76) using the CCI.

Source: MacKay & Somps; City of Lathrop

Table 9-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
Summary of Costs

No.	Improvement	Total Cost (2016 \$)	Total Cost (2024 \$) ¹
1	Entitlements CLSP Phases 1 and 2	\$3,400,000	\$4,363,740
2	Prior Developer Account Open Items	\$190,864	\$244,965
2	Entitlements CLSP Phase 2	N/A	\$457,976
Total		\$3,590,864	\$5,066,681

¹ Costs of Entitlements for CLSP Phases 1 and 2 and the Prior Developer Account Open Items inflated by 28.35% from 2016 to 2024 pursuant to the CLSP Development Agreement.

Source: MacKay & Somps; Exhibit D3 of the Assignment and Amendment of Development Agreement between City of Lathrop, Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the CLSP

Table 9-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
CLSP Land Use Summary

Land Use	Land Use Code	Acres
Variable Density Residential-CL	VR-CL	285.3
High Density Residential-CL	HR-CL	28.3
Residential / Mixed Use-CL	R/MU-CL	26.1
Limited Industrial	LI-CL	618.0
Office-Commercial/Residential/ Wastewater Treatment Plant-CL	OC/VR WWTP-CL	0.0
Office Commercial-CL	OC-CL	191.5
Neighborhood Commercial-CL	NC-CL	12.6
Specialty Commercial-CL	SPC-CL	7.9
Public/Semi-Public/Neigh. Comm'l - CL	P-SP/NC-CL	11.1
High School-CL	HS-CL	50.0
K-8 School-CL	K-8-CL	0.0
Park-CL	P-CL	11.2
Community Park-CL	CP-CL	44.6
Neighborhood Park-CL	NP-CL	20.0
Levee, Open Space, River-CL	OS-CL	99.5
Major Roads-CL	n/a	114.9
CLSP Gross Acreage		1521.0

Source: Central Lathrop Specific Plan, Phase II Amendments

Table 9-4
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
CLSP Net Acreage by Phase

Land Use	Land Use Code	Phase 1 Acreage (Net)	Phase 2 Acreage (Net) ¹	Acreage (Net) ²
Variable Density Residential	VR ³	285.3	0.0	285.3
High Density Residential	HR	28.3	0.0	28.3
Residential (Mixed Use)	R(MU) ⁴	26.1	0.0	26.1
Limited Industrial	LI-CL	0.0	618.0	618.0
Office/Commercial (Mixed)	OC/VR	0.0	0.0	0.0
Office/Commercial	OC/VR	191.5	0.0	191.5
Neighborhood Commercial	NC	12.6	0.0	12.6
Specialty Commercial	SPC	7.9	0.0	7.9
CLSP Net Acreage¹		551.7	618.0	1,169.7
Less: Developed Acreage		(308.9)	0.0	(308.9)
CLSP Remaining Net Acreage		242.8	618.0	860.8

¹ Based on the Phase 2 Amendment to the Central Lathrop Specific Plan. There was a gain of 41.1 net developable acres from the amendment.

² Net acreage does not include public uses, parks and open space, or major/existing roadways.

³ Variable Density Residential acreage includes a formerly planned 18-acre K-8 schoolsite that was rezoned to VR; 13.34 acres that were planned for Mixed Use Residential, but are developed as Variable Density Residential; and 12.56 acres that were rezoned from park land to residential development.

⁴ Residential Mixed Use acreage excludes 19.1 acres that were planned for R(MU); 13.34 acres were developed as Variable Density Residential and an additional 5.76 acres were developed as the Lathrop Generations Center.

Source: Central Lathrop Specific Plan; MacKay & Somps; City of Lathrop

Table 9-5
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
Summary of CLSP Fees

Reimbursable Item	Reimbursable Costs (2024 \$)	Net Acreage ¹	Fee Area	Phase 1 CLSP (Per Acre)	Phase 2 CLSP (Per Acre)
1 Entitlements CLSP Phases 1 and 2	\$4,363,740	1,169.7	CLSP	\$3,731	\$3,731
2 Prior Developer Account Open Items	\$244,965	1,169.7	CLSP	\$209	\$209
2 Entitlements CLSP Phase 2	\$457,976	618.0	CLSP Ph. 2	-	\$741
Total	\$5,066,681			\$3,940	\$4,681

¹ Net acreage of CLSP excludes acreage associated with public uses, parks and open space, and major/existing roadways.

Sources: MacKay & Somps; City of Lathrop

Table 9-6
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
Summary of Remaining CLSP Reimbursements For Developers

	Reimbursable Item	Reimbursable Costs (2024 \$)	Total Net Acreage¹	Developed Net Acreage²	Remaining Net Acreage	Estimated Rem. Developer Reimbursements³
1	Entitlements CLSP Phases 1 and 2	\$4,363,740	1169.7	308.9	860.8	\$3,211,343
2	Entitlements CLSP Phase 2	\$457,976	618.0	0.0	618.0	\$457,976
	Total	\$4,821,716				\$3,669,000

¹ Net acreage of CLSP land excludes all land designated for public uses, parks and open space, and major/existing roadways.

² Assumed to include Stanford Crossing Phase 1A-1D final mapped acreage plus 10.3 acres of developed commercial property in Phase 1.

³ Assumes developers take reimbursements for all remaining land and no credits.

Sources: MacKay & Soms; City of Lathrop

Table 9-7
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Entitlement Fees
Fee Comparison - Proposed vs. Current Fees

CFF	Current Fee (per Acre)	Proposed Fee (per Acre)	Percent Change
Entitlements CLSP Phases 1 and 2	\$3,867	\$3,731	-3.5%
Prior Developer Account Open Items	\$217	\$209	-3.5%

Sources: Goodwin Consulting Group, Inc.

10. CLSP STORM DRAINAGE SYSTEM IMPROVEMENTS – WATERSHED 4 CFF

This section of the report identifies the land acreage, costs, and the CFF rate required to fund the reimbursement of storm drainage infrastructure costs for Watershed 4.

BACKGROUND

Section 7.05.4. of the DA states that Saybrook shall provide storm drain facilities adequate to accommodate the storm water runoff from the area. Exhibit D3 in the DA identifies the construction costs for storm drainage improvements for Watershed 2 and Watershed 4. These storm drainage facilities have been constructed by Saybrook and the prior developer for the project. City staff have indicated that several additional parcels will be served by the WS4 improvements, and therefore the CFF needs to be updated to allocate a share of the costs to those properties.

WATERSHED 4 COSTS

Storm drain system improvements for WS4 were constructed by the Prior Developer and/or Saybrook and consist of various size pipelines, manholes, one quarter of the total pump station cost, and costs associated with right-of-way acquisition, contingencies, and design, plan check, bonding, staking, and inspection. The original facilities cost was \$5,286,045 in 2017; but the City identified additional facilities totaling \$899,130 in 2021. These costs were inflated using the CCI to \$7,818,585 in 2024 dollars. Additionally, one quarter of a pump station's costs, equal to \$941,000, was added to the cost. Tables 10-1 through 10-4 at the end of this section detail the costs of the storm drainage system and the pump station, respectively. The total cost of WS4 facilities is \$8,759,585.

WATERSHED 4 FEE SERVICE AREA

Including the additional areas newly added to WS4 by the City, WS4 encompasses 217.03 net acres. Table 10-5 lists the parcels included in WS4, their owners, and the net acreages on which the fee will be calculated. The total net acreage excludes parcels that are owned by the City, a parcel zoned as a future park, and estimated acreage of public roads. The newly added area is the eastern portion of parcel 192-020-140-000. The WS4 service area is planned for office/commercial, limited industrial, and multi-family uses. The map on the following page shows the WS4 service area.

Exhibit 4 – Watershed 4 Service Area



FEE CALCULATION

Table 10-6 shows the calculation of the WS4 CFF. The previous methodology simply allocated the total cost to all developable acres in the WS4 service area equally. However, due to new requirements in AB 602, the fees must be allocated to residential uses based on their relative impacts and also must be made proportionate to the square footage of each unit. The updated calculation in Table 10-6 estimates the relative impact of the different land uses on the storm drainage system by weighting the net acreage using runoff coefficients. This ensures that the different land uses will pay a fee relative to their demand because the fee incorporates the differences in stormwater runoff they will generate. Following the adjustment, the total cost of \$8,759,585 is allocated to the weighted acreage. This allocation is then divided by the net acreage to produce a fee per net acre. Finally, the fee per net acre for residential uses is converted into a fee per square foot by dividing by the estimated residential square footage per acre. This is calculated as the product of the assumed unit density per acre (7 for single family and 20 for multi-

family) and by an average square footage assumption (2,132 for single family and 975 for multi-family). The average unit size for single family was based on the average unit size in CLSP, while the average unit size for multi-family was based on a citywide average. The proposed residential fees are \$1.826 per square foot for single family and \$2.096 per square foot for multi-family. The proposed fees for non-residential uses are \$38,143 per net acre for service/office commercial and retail commercial, and \$43,592 per net acre for industrial/warehousing uses.

FEE COMPARISON

Table 10-7 presents a hypothetical comparison of the proposed fees to the current fee for WS4. The prior fee did not have separate categories. Instead, it simply charged one rate per net acre. Therefore, for comparison purposes, the proposed fee is shown as simple average as well. The actual fee will be charged differently, as described above, but this comparison shows the changes caused by adding additional net acreage into the CFF calculation. As shown in Table 10-7, the proposed average fee per net acre has decreased 17.8% compared to the current fee.

Table 10-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
Watershed Costs for WS4

Item	Unit	Unit Cost	QTY	Item Sub-Total
A. Storm Drain System WS4 (2017 \$)				
54" SD Pipe	LF	\$ 150	457	\$ 68,550
60" SD Pipe	LF	\$ 175	270	\$ 47,250
72" SD Pipe	LF	\$ 220	3839	\$ 844,580
84" SD Pipe	LF	\$ 280	640	\$ 179,200
90" SD Pipe	LF	\$ 350	1627	\$ 569,450
Manholes	EA	\$ 5,000	13	\$ 65,000
SD Pump Station for WS4 (1/4 of total cost)	LS	\$ 1,750,000	1	\$ 1,750,000
CONSTRUCTION SUBTOTAL (2017 \$)				\$ 3,524,030
B. Storm Drain System WS4 Soft Costs (2017 \$)				
Right of Way Acquisition	SF	\$2.00		\$ -
Contingencies		30%		\$ 1,057,209.00
Design / Plan Check / Bonding / Staking Inspection		20%		\$ 704,806.00
SOFT COST SUBTOTAL (2017 \$)				\$ 1,762,015
C. Storm Drain System WS4 (2021 \$)				
Saddle Type Manhole	EA	\$ 15,000	6	\$ 90,000
72" RCP Storm Drain Pipe	LF	\$ 330	2361	\$ 779,130
Storm Drain Manifold Structure	EA	\$ 30,000	1	\$ 30,000
CONSTRUCTION SUBTOTAL (2021 \$)				\$ 899,130
TOTAL WS4 CONSTRUCTION AND SOFT COSTS (2017 Dollars) (A+ B)				\$ 5,286,045
TOTAL WS4 CONSTRUCTION AND SOFT COSTS (2021 Dollars) (C)				\$ 899,130
TOTAL WS4 (2024 Dollars)				\$ 7,818,585
1/4 of Additional Costs For Pump Station (2024 \$)				\$ 941,000
TOTAL WS4:				\$ 8,759,585

Source: MacKay & Soms; Goodwin Consulting Group

Table 10-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
WS4 Storm Drain Improvements - 2017 Costs

Storm Drain Lines over 48"										
ITEM	UNIT	UNIT COST	DEV. FRONTAGE		DEV. PVMT		CFF AREA		TOTAL	REMARKS
			QTY	ITEM SUB-TOTAL	QTY	ITEM SUB-TOTAL	QTY	ITEM SUB-TOTAL		
A. Storm Drain System WS4 - Constructed by Saybrook										
54" SD Pipe	LF	\$150.00					457	\$68,550		
60" SD Pipe	LF	\$175.00					270	\$47,250		
72" SD Pipe	LF	\$220.00					3839	\$844,580		
84" SD Pipe	LF	\$280.00					640	\$179,200		
90" SD Pipe	LF	\$350.00					1627	\$569,450		
Manholes	EA	\$5,000.00					13	\$65,000		
SD Pump Station for WS4	LS	\$1,750,000.00					1	\$1,750,000		1/4 of Total Pump Station Cost
CONSTRUCTION SUBTOTAL				0.00		0.00		\$3,524,030.00		0
F. Right of Way Acquisition	SF	\$2.00	52	104.00	28	56.00		\$0.00	160	
G. Contingences		30%		0.00		0.00		\$1,057,209.00		0
H. Design / Plan Check / Bonding / Staking / Inspection		20%		0.00		0.00		\$704,806.00		0
TOTAL WS4								\$5,286,045.00		

Table 10-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
WS4 Storm Drain Improvements - 2021 Costs

Storm Drain Lines over 48"										
ITEM	UNIT	UNIT COST	DEV. FRONTAGE		DEV. PVMT		CFF AREA		TOTAL	REMARKS
			QTY	ITEM SUB-TOTAL	QTY	ITEM SUB-TOTAL	QTY	ITEM SUB-TOTAL		
Saddle Type Manhole	EA	\$15,000.00					6	\$90,000		
72" RCP Storm Drain Pipe	LF	\$330.00					2361	\$779,130		
Storm Drain Manifold Structure	EA	\$30,000.00					1	\$30,000		
TOTAL WS4								\$899,130.00		

Table 10-4
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
Additional Pump Station Costs - 2019 Costs

2017 - Saybrook Contract to Auburn	\$270,000
Change Orders to Auburn Contract	\$2,834,548
Total Amount Paid to Auburn by 2017 Saybrook Contract	\$3,104,548
Sale of Equipment to Crow Holdings (City ordered Removal)	(\$254,625)
Amount Paid to TESCO by SFA	\$91,950
Amount Paid to GENERAC by SFA	\$23,214
Amount Paid to SHAPE by SFA	\$28,965
Amount Paid to CRUMP by SFA	\$120,971
Amount Paid to Rain for Rent by SFA	\$14,931
Amount Paid to ARNAUDO by SFA	\$39,000
Total Paid outside of Auburn Contract by SFA	\$64,407
Total Additional Cost Beyond 2006 Contract (2019 \$)	\$3,168,955
Total Additional Cost Beyond 2006 Contract (2024 \$)	\$3,763,085
1/4 of Additional Cost added to DA Pump Station Cost (rounded)	<u>\$941,000</u>

Sources: City of Lathrop; Saybrook, LLC

Table 10-5
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
Developable Acreage in CLSP Storm Drainage System Watershed Area 4

APN	Watershed	Owner	Parcel Acreage	Net Acreage				Total Net Acreage
				Single-Family	Multi-Family	Non-Res.	Excluded	
192-020-140-000	WS4	Dos Reis Ranch	89.82	-	-	89.82	-	89.82
192-020-320-000	WS4	Romulo & Purita TAA	24.36	-	12.18	12.18	-	24.36 ²
192-020-540-000	WS4	City of Lathrop	0.72	-	-	-	0.72	- ¹
192-020-550-000	WS4	City of Lathrop	0.10	-	-	-	0.10	- ¹
192-020-560-000	WS4	City of Lathrop	0.02	-	-	-	0.02	- ¹
192-020-570-000	WS4	City of Lathrop	0.98	-	-	-	0.98	- ³
192-020-580-000	WS4	City of Lathrop	1.67	-	-	-	1.67	- ³
192-020-590-000	WS4	Dos Reis Ranch	2.81	-	2.81	-	-	2.81 ²
192-020-600-000	WS4	Dos Reis Ranch	33.86	-	-	33.86	-	33.86
192-020-650-000	WS4	Lathrop Land Acquisition	29.17	-	-	27.70	1.47	27.70 ⁴
192-100-900-000	WS4	City of Lathrop	0.48	-	-	-	0.48	-
192-240-050-000	WS4	Lathrop Land Acquisition	19.49	-	-	19.49	-	19.49
192-240-060-000	WS4	Lathrop Land Acquisition	0.82	-	-	0.82	-	0.82
192-240-070-000	WS4	Bilal	1.22	-	-	1.22	-	1.22
192-240-080-000	WS4	Bilal	1.10	-	-	1.10	-	1.10
192-240-090-000	WS4	Bilal	1.47	-	-	1.47	-	1.47
192-240-100-000	WS4	Bilal	1.09	-	-	1.09	-	1.09
192-240-110-000	WS4	Bilal	0.53	-	-	0.53	-	0.53
192-240-120-000	WS4	Bilal	1.40	-	-	1.40	-	1.40
192-240-130-000	WS4	Lathrop Land Acquisition	3.70	-	-	3.70	-	3.70
192-240-140-000	WS4	Lathrop Land Acquisition	3.00	-	-	3.00	-	3.00
192-240-150-000	WS4	Lathrop Land Acquisition	2.16	-	-	2.16	-	2.16
192-240-160-000	WS4	Lathrop Land Acquisition	1.21	-	-	1.21	-	1.21
192-240-170-000	WS4	Lathrop Land Acquisition	1.29	-	-	1.29	-	1.29
Total WS4			222.47	-	14.99	202.04	5.44	217.03

¹ Exempt landscaping/easements.

² Breakdown of expected land uses is estimated based on plan maps.

³ Exempt area owned by the City of Lathrop.

⁴ Exempt acreage includes area within the parcel but outside of the Watershed #4 area.

Source: MacKay and Somp; San Joaquin County Assessor's Office; Goodwin Consulting Group

Table 10-6
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
Watershed #4 - Fee Calculation

Land Use	Net WS4 Acreage	Runoff Coefficient ¹	Weighted Acreage	Percent Allocation	Total Costs	Cost per Net Acre	Estimated Residential Bldg SF per Acre ²	Average Cost per Res. SF
Total WS 4 Cost	\$8,759,585							
<i>Residential</i>						<i>Per Acre</i>		<i>Per SF</i>
Single Family	0.00	0.50	0.00	0.00%	\$0	\$27,245	14,924	\$1.826
Multi-Family	14.99	0.75	11.24	6.99%	\$612,610	\$40,868	19,500	\$2.096
Subtotal - Residential	14.99		11.24	6.99%	\$612,610			
<i>Non-Residential</i>						<i>Per Acre</i>		
Service/Office Commercial	22.44	0.70	15.71	9.77%	\$856,090	\$38,143		
Retail Commercial	98.76	0.70	69.13	43.00%	\$3,766,962	\$38,143		
Industrial/Warehousing	80.84	0.80	64.67	40.23%	\$3,523,923	\$43,592		
Subtotal - Non-Residential	202.04		149.51	93.01%	\$8,146,975			
Total	217.03		160.75	100.00%	\$8,759,585			

¹ Runoff coefficients based on CA Water Board runoff fact sheet and reviewed by City staff.

² Based on 7 units per acre and an average unit size of 2,132 sf for Central Lathrop for Single Family units and 20 units per acre with an average unit size of 975 sf for multi-family units.

Sources: CA Water Board; City of Lathrop

Table 10-7
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Storm Drainage System Improvements - Watershed 4 CFF
Storm Drainage WS4 Fee Comparison - Proposed vs. Current Fees

Land Use	Current Fee (per Acre)	Proposed Fee (per Acre)	Percent Change
Net Acreage ¹	\$49,073	\$40,361	-17.8%

¹ For comparison to the existing CFF, shows the proposed fee calculated as an average fee per net acre. See Table 10-6 for the actual proposed fee amounts.

Sources: Goodwin Consulting Group, Inc.

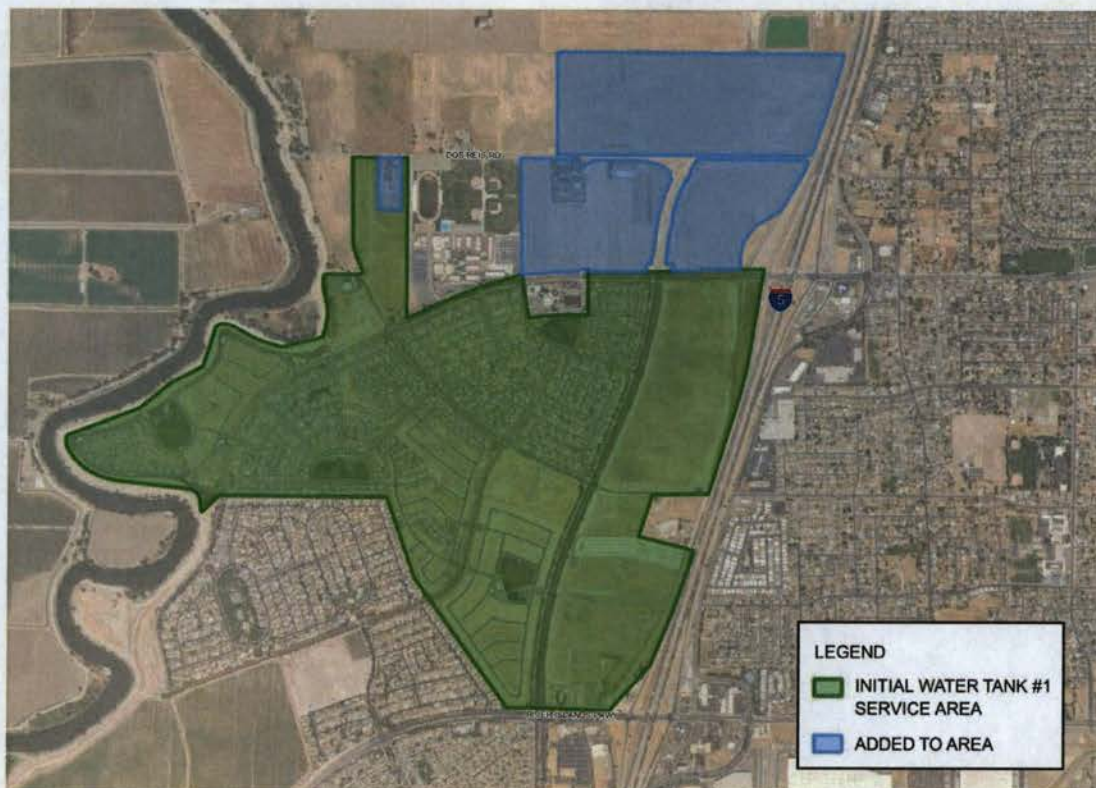
11. CLSP WATER TANK #1 CFF

This section of the report identifies the land acreage, costs, and the CFF rates required to fund the reimbursement of Water Tank #1 costs.

BACKGROUND

Section 7.05.2.5 of the DA states that Saybrook shall construct one or more water tanks consistent with the Water System Report for the CLSP. Saybrook has constructed Water Tank #1, and their engineer provided the costs to construct the water tank. Water Tank #1 will serve a portion of the CLSP area. In the prior CFF update in 2022, the Water Tank #1 service area covered approximately 500 acres within Phase 1. For this update, the City added eight additional parcels to the Water Tank #1 service area and therefore the CFF needs to be updated to allocate a portion of the costs to these properties. Furthermore, since one of the new properties added to the service area lies within CLSP Phase 2, a new industrial category will need to be created for this CFF. Exhibit 5 below shows the revisions to the Water Tank #1 service area.

Exhibit 5 – Water Tank #1 Service Area



WATER TANK #1 COSTS

Water Tank #1 was constructed by Saybrook and consists of the water tank, site improvements, and other equipment for Water Tank #1. The total cost was \$4,774,309 in 2021. This cost was inflated using the CCI to \$5,491,596 in 2024 dollars. Table 11-1 at the end of this section shows a summary of Water Tank #1 costs. Table 11-2 contains a detailed breakdown of costs included in Table 11-1.

FEE CALCULATION

The Water Tank #1 Fee was calculated on a per-unit and per-developable acre basis. The total average daily water demand in the service area is estimated by applying average daily demand factors (gallons per day) for each land use type to the remaining development in the service area. It is important to note that for this CFF update, the City revised the average daily demand factors, which reduced the estimated demand from each residential unit and non-residential acre. This produces an estimate for the average daily demand for water of 1,006,577 gallons per day. The total cost of Water Tank #1, \$5,491,596, is divided by the average daily demand to produce a cost per unit of demand. This average cost is then allocated to the various land use types in the area based on their relative average demand for water. This calculation results in a fee of \$1,719 per single-family unit, \$1,282 per multi-family unit, \$4,692 per commercial net acre, and \$5,052 per industrial net acre. Table 11-3 shows the calculation of the Water Tank #1 Fee.

FEE COMPARISON

Table 11-4 presents a comparison of the proposed fees to the current fee for Water Tank #1. The prior fee did not have separate categories for non-residential land uses. Instead, it simply charged one rate per net acre. Therefore, for comparison purposes, the proposed fees are compared against the previous non-residential rate for both commercial and industrial development. As shown in Table 11-4, the proposed fees are 31.7% lower for single family, 17.3% lower for multi-family, 38.3% lower for commercial, and 33.6% lower for industrial uses. The decreases are primarily caused by the additional areas that will now be paying the CFF. The fee for multi-family did not decrease as much as the fee for other land uses due to the changes in the average daily demand factors mentioned above. While all demand factors were revised to be lower, the water demand from multi-family did not decline as much as other land uses, leading to relatively more costs allocated to this land use.

Table 11-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Water Tank #1 CFF
Water Tank #1 Costs

Item	Cost
A. SITEWORK/GRADING/PAVING	\$ 1,089,500
B. YARD PIPING	\$ 455,000
C. 1.6 MG STEEL RESERVOIR	\$ 859,000
D. CONCRETE FOUNDATIONS	\$ 297,000
E. BUILDING CONSTRUCTION	\$ 483,000
F. MECHANICAL WORK	\$ 545,000
G. HYDROPNEUMATIC TANK SYSTEM	\$ 150,000
H. CHEMICAL FEED SYSTEM	\$ 23,000
I. OWNER SUPPLIED GENERATOR	\$ 17,000
J1. INSTRUMENTS/POWER/CONTROL	\$ 409,000
J2. ELECTRICAL INSTALLATION	\$ 250,000
K. CHANGE ORDERS	\$ 196,809
TOTAL WATER TANK #1 COSTS (2021 Dollars) (A-K)	\$ 4,774,309
TOTAL WATER TANK #1 COSTS (2024 Dollars)	\$ 5,491,596
TOTAL WATER TANK #1:	\$ 5,491,596

Source: City of Lathrop; MacKay & Soms; Goodwin Consulting Group

Table 11-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Water Tank #1 CFF
Water Tank #1 - 2021 Costs

ITEM	UNIT	UNIT COST	CFF AREA	
			QTY	ITEM TOTAL
A. SITEWORK/GRADING/PAVING				
4" ASPHALT WITH BASE ROCK	LS	\$132,500.00	1	\$132,500
2" ASPHALT WITH BASEROCK	LS	\$16,500.00	1	\$16,500
CURB AND GUTTER	LF	\$18.11	994	\$18,000
RIBBON GUTTER	LS	\$17,000.00	1	\$17,000
2" CRUSHED ROCK	LS	\$30,500.00	1	\$30,500
PIPE BOLLARDS	EA	\$222.22	18	\$4,000
MASONRY WALL FOOTING	LF	\$285.54	989	\$282,400
SITE MASONRY WALL	LF	\$420.63	989	\$416,000
IRRIGATION	LS	\$44,500.00	1	\$44,500
LANDSCAPE	LS	\$76,600.00	1	\$76,600
3"-8" RIVER COBBLE	LS	\$37,500.00	1	\$37,500
ORNAMENTAL GATE	EA	\$14,000.00	1	\$14,000
SUBTOTAL				\$1,089,500
B. YARD PIPING				
SEWER & STORM PIPE (STORM PIPE, 24"D, ±46-1/2' LF; SEWER PIPE, 4' F, ±134 LF)	LS	\$65,000.00	1	\$65,000
WATER & CHEMICAL PIPE	LS	\$21,000.00	1	\$21,000
PUMP SUCTION PIPING	LS	\$125,000.00	1	\$125,000
PUMP DISCHARGE PIPING	LS	\$129,000.00	1	\$129,000
TANK INLET & OUTLET PIPING (20" CML&C SCH.10 STEEL INLET PIPE, ±112' LF; 20" CML&	LS	\$104,000.00	1	\$104,000
TANK MIXER PIPING	LS	\$3,000.00	1	\$3,000
ANODE AND TEST STATIONS	EA	\$2,666.67	3	\$8,000
SUBTOTAL				\$455,000
C. 1.6 MG STEEL RESERVOIR				
TANK FOUNDATION	CY	\$2,012.99	77	\$155,000
STEEL DELIVERED TO SHOP	LS	\$335,000.00	1	\$335,000
TANK COATINGS	LS	\$208,000.00	1	\$208,000
TANK CATHODIC PROTECTION	LS	\$16,000.00	1	\$16,000
INSTALL INLET/OUTLET CONNECTIONS	LS	\$125,000.00	1	\$125,000
PROCURE TANK MIXER	LS	\$20,000.00	1	\$20,000
SUBTOTAL				\$859,000
D. CONCRETE FOUNDATIONS				
PUMP CAN FOUNDATIONS	LS	\$100,000.00	1	\$100,000
MISCELLANEOUS EQUIPMENT PADS & SUPPORTS	LS	\$20,000.00	1	\$20,000
GENERATOR/FUEL TANK FOUNDATION	LS	\$28,000.00	1	\$28,000
HYDROPNEUMATIC TANK FOUNDATIONS	LS	\$44,000.00	1	\$44,000
DRILLED PIER FOUNDATIONS	LS	\$15,000.00	1	\$15,000
BUILDING FOUNDATION	LS	\$90,000.00	1	\$90,000
SUBTOTAL				\$297,000
E. BUILDING CONSTRUCTION				
MASONRY WALLS	LF	\$425.47	369	\$157,000
PUCHASE METAL DOOR FRAMES	EA	\$3,250.00	4	\$13,000
INSTALL ROOF ACCESS HATCHES	LS	\$16,000.00	1	\$16,000
INSTALL ROOFING SYSTEM	LS	\$86,000.00	1	\$86,000
FRAME METAL WALL SYSTEMS	LS	\$35,000.00	1	\$35,000
HVAC SYSTEMS	LS	\$35,000.00	1	\$35,000
MISCELLANEOUS JOINT SEALANT	LS	\$6,000.00	1	\$6,000
FRAME TOP PLATE LUMBER	LS	\$30,000.00	1	\$30,000
PROCURE STRUCTURAL STEEL	LS	\$75,000.00	1	\$75,000
INSTALL METAL DECKING	LS	\$30,000.00	1	\$30,000
SUBTOTAL				\$483,000
F. MECHANICAL WORK				
PUMP STATION				
PROCURE BOOSTER PUMP CANS	LS	\$51,000.00	1	\$51,000
PROCURE BOOSTER PUMPS (60 HP VERTICAL TURBINE PUMPS (3); 200 HP VERTICAL T	LS	\$183,999.00	1	\$184,000

Table 11-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Water Tank #1 CFF
Water Tank #1 - 2021 Costs

ITEM	UNIT	UNIT COST	CFF AREA	
			QTY	ITEM TOTAL
PROCURE CHLORINE RESIDUAL CONTROL SYSTEM	LS	\$95,000.00	1	\$95,000
PROCURE FABRICATED STEEL PIPE	LS	\$50,000.00	1	\$50,000
FURNISH & INSTALL ABOVE GRADE PIPING	LS	\$165,000.00	1	\$165,000
SUBTOTAL				\$545,000
G. HYDROPNEUMATIC TANK SYSTEM				
PROCURE HYDROPNEUMATIC TANK SYSTEM	LS	\$150,000.00	1	\$150,000
SUBTOTAL				\$150,000
H. CHEMICAL FEED SYSTEM				
PROCURE CHEMICAL TANK	EA	\$12,000.00	1	\$12,000
CHEMICAL PIPE & TUBING	LS	\$11,000.00	1	\$11,000
SUBTOTAL				\$23,000
I. OWNER SUPPLIED GENERATOR				
PROCURE DIESEL FUEL TANK	LS	\$17,000.00	1	\$17,000
SUBTOTAL				\$17,000
J. ELECTRICAL & INSTRUMENTATION				
J1. INSTRUMENTS/POWER/CONTROL				
PROCURE PLC CONTROL PANEL	LS	\$39,000.00	1	\$39,000
PROCURE MOTOR CONTROL CENTER	LS	\$290,000.00	1	\$290,000
PROCURE MAIN SWITCHGEAR - SES	LS	\$20,000.00	1	\$20,000
PROCURE FIELD INSTRUMENTS	LS	\$22,000.00	1	\$22,000
PROCURE 20" MAGNETIC FLOWMETER	EA	\$38,000.00	1	\$38,000
J2. ELECTRICAL INSTALLATION				
ELECTRICAL UNDERGROUND ROUGH IN	LS	\$96,000.00	1	\$96,000
LIGHTING	LS	\$9,000.00	1	\$9,000
ABOVE GROUND ROUGH IN	LS	\$77,000.00	1	\$77,000
WIRING AND TERMINATIONS	LS	\$68,000.00	1	\$68,000
SUBTOTAL				\$659,000
TOTAL BID AMOUNT				\$4,577,500
K. CHANGE ORDERS				
CEMENT TREAT TANK SUBGRADE MISCELLANEOUS CHANGES	LS	\$50,700.38	1	\$50,700
PCO NO. 03 - ADD MASONRY PILASTERS	LS	\$57,148.00	1	\$57,148
PCO NO. 04 - OILED SAND FOR TANK BASE	LS	\$6,880.00	1	\$6,880
PCO NO. 05 - MONUMENT SIGN CHANGES MISCELLANEOUS CHANGES	LS	\$3,138.00	1	\$3,138
PCO NO. 07 - ADD DRIVEWAY ENTRY	LS	\$12,867.00	1	\$12,867
PCO NO. 08 - DEEP SEWER CONNNECTION	LS	\$14,758.00	1	\$14,758
PCO NO. 10 - ADD SECURITY CONDUITS	LS	\$50,397.69	1	\$50,398
PCO NO. 11 - FUEL TANK LOW LEVEL FLOAT	LS	\$920.00	1	\$920
CHANGE ORDER TOTALS				\$196,809
TOTAL WATER TANK #1				\$4,774,309.07

**Table 11-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Water Tank #1 CFF
Water Tank #1 - Fee Calculation**

Tank #1 Total Cost (2024 \$)		\$5,491,596				
Land Use	Estimated Number of Units/Acres ¹	Average Day Demand Factor (Gallons/Day)	Total Est. Demand (Gallons/Day)	% of Total Demand	Allocated Cost	Fee per Unit/Acre
	<u>per Unit</u>	<u>per Unit</u>				<u>per Unit</u>
Single Family	1,483	315	467,145	46.41%	\$2,548,610	\$1,719
Multi-Family	1,331	235	312,785	31.07%	\$1,706,466	\$1,282
	<u>per Acre</u>	<u>per Acre</u>				<u>per Acre</u>
Commercial	176.5	860	151,826	15.08%	\$828,320	\$4,692
Industrial	80.8	926	74,821	7.43%	\$408,201	\$5,052
Total			1,006,577	100.00%	\$5,491,596	

¹ Includes areas shown on Stanford Crossing - Water Tank #1 - Development Area Exhibit dated 4/20/2018. Also includes parcels 192-020-14, 192-020-27, 192-020-28, 192-020-32, 192-090-39, 192-020-40, 192-020-59, and 192-020-60. Single-Family category includes LDR and MDR zoning designations. Excludes existing development as of June 30, 2024.

Sources: MacKay & Somps; City of Lathrop

Table 11-4
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Water Tank #1 CFF
Water Tank # 1 Fee Comparison - Proposed vs. Current Fees

Land Use	Current Fee	Proposed Fee	Percent Change
	per Unit	per Unit	
Single Family	\$2,515	\$1,719	-31.7%
Multi-Family	\$1,551	\$1,282	-17.3%
	per Acre	per Acre	
Commercial	\$7,605	\$4,692	-38.3%
Industrial	\$7,605	\$5,052	-33.6%

Sources: Goodwin Consulting Group, Inc.

12. MUNICIPAL SERVICE FACILITIES CFF

This section of the report identifies the facilities, costs, and the updated CFF rates required to fund the facilities in the Municipal Service Facilities CFF.

BACKGROUND

The Municipal Service Facilities CFF was originally adopted in 1990. The CFF has been updated several times over the years, including most recently in 2005. The CFF includes the costs of facilities to provide municipal services within the City. This includes the costs of police, animal control, City Hall, corporation yard, fleet maintenance, and wireless network facilities. Since these services are provided to residents and employees Citywide, all new development in the City pays this fee. With this CFF update, the City has revised the list of Municipal Service Facilities and their costs. The methodology of allocating the costs remains the same, though it is now based on revised projections of the buildout population and employment following the 2022 General Plan updates.

MUNICIPAL SERVICE FACILITIES COSTS

The Municipal Service Facilities CFF includes the costs of police, animal control, City Hall, corporation yard, fleet maintenance, performing arts center, and wireless network facilities. The City reviewed the cost estimates from the 2005 updates and provided the following updates to the estimated costs. First, the estimated cost to construct police facilities was updated based on actual costs incurred for the first police station on River Islands Parkway. Table 12-1 at the end of this section shows the actual costs for the first police station, which were much higher than was previously assumed in the 2005 CFF update. Table 12-2 estimates the additional police facilities that will be required to serve the buildout population, and then estimates their costs using the increased construction costs experienced in the construction of the first police station. Table 12-3 presents a hypothetical comparison showing that the construction costs have increased 43% above the prior estimates after adjusting for the increase in the amount of police facilities needed due to the increased buildout population.

Table 12-4 estimates the cost of City Hall. Aside from an inflation adjustment, the estimate for City Hall was only changed to remove the 1,300 square feet of space previously included for the fire department.

Table 12-5 provides an estimate of the costs for a corporation yard. Aside from an inflation

adjustment, the estimate for the corporation yard was only changed to remove the 64,000 square foot vehicle maintenance facility. The vehicle maintenance facility now has a separate cost estimate included in Table 12-6. Based on input from City staff, the new estimate for the fleet maintenance facility is \$15 million.

Table 12-7 shows the estimated cost of the performing arts center. This estimate was not updated, except to inflate costs using the ENR CCI. The City plans to use the community center, which is a facility funded through the Culture and Leisure CFF, to serve the function of the performing arts center. The estimated cost of the performing arts center was deducted from the estimated cost of the community center to avoid double collecting for the same facility. A portion of the cost of the community center can be paid from the Municipal Service Facilities CFF, but not more than the total estimate of \$9,514,000 in 2024 dollars shown in Table 12-7.

Table 12-8 summarizes the costs for all facilities included in the CFF program. The total cost of Municipal Service Facilities is \$199.2 million. Excluding the completed police station, the remaining cost is \$185.5 million.

FEE CALCULATION

Table 12-9 shows the calculation of the proposed fees. The Municipal Service Facilities serve residents and employees citywide. The current population is estimated to consist of 28,503 residents and 9,153 employees. The employment population is weighted at 50% to reflect their reduced need for services. Therefore, the current persons served is 33,080. At buildout of the General Plan the City will have an estimated 95,065 residents and 58,403 employees, or 124,267 persons served. That means future growth in the City will result in 91,187 additional persons served, or about 73% of the total anticipated at buildout.

Allocating the total cost of facilities to existing and future development based on the relative number of persons served gives a total of \$49.4 million for existing development and \$136.1 million for future development. Future development cannot be required to pay for any deficiencies in the existing facilities, so the \$49.4 million cost will need to be covered using existing CFF balances and other funding sources. The \$136.1 million attributable to future development is allocated equally to the number of persons served by each facility. All facility costs except for the animal control facility and the performing arts center are allocated to both future residents and future weighted employees (50%). The net costs of the animal control facility and performing arts center are only allocated to future residents. Altogether, the average cost per person served totals \$1,560.

To produce fees for residential units, persons per household assumptions of 3.2 for single family and 2.5 for multi-family are multiplied by the average cost per person served. This produces fees of \$4,992 per unit for single family and \$3,900 per unit for multi-family. Due to new requirements in AB 602, these per-unit fees have been converted into fees that are charged per square foot using average unit size assumptions. The average unit sizes are based on the average unit sizes found in CLSP, Mossdale Village, and River Islands, as these newly developing areas will better represent the size of units developed in the future. The proposed fees for residential land uses are \$1.942 per square foot for single family and \$4.000 per square foot for multi-family.

The fees for non-residential land uses are calculated based on an assumption of the amount of square footage per employee. The average cost per person served is divided by either 450 square feet of retail/service space or 750 square feet for other non-residential space per employee. This is then multiplied by 1,000 square feet to produce fees of \$2,916 and \$1,750 per 1,000 square feet for retail/service and other non-residential uses, respectively.

FEE COMPARISON

Table 12-10 shows how the proposed CFF compares to the current fees. Since the current fee for Municipal Service Facilities is charged on a per-unit basis, the current fee is compared to the proposed fee rate based on the average unit size. The proposed fees are 5.9% and 15.8% higher for single family and multi-family units, respectively. The proposed fees for commercial and other non-residential development are 5.1% and 5.9% lower than the current fees.

AB 602

Table 12-10 shows that the proposed Municipal Service CFFs are higher than the City's current CFFs for residential land uses. Pursuant to AB 602, if a fee study supports increasing an existing fee, the local agency shall review the assumptions of the fee study that supported the original or prior fee and evaluate the amount of fees collected under the original or prior fee.

This Fee Study and City staff support increasing the current Municipal Service CFFs that were adopted by the Lathrop City Council in 2005 because the additional fee revenue will be needed to fund the increased cost of police facilities, animal control facilities, and fleet maintenance facilities. The existing CFFs were based on estimates developed in 2003 and updated in 2005. In the case of police facilities, the actual land, construction, and financing costs were 44% higher than previously estimated. In the case of animal control facilities and fleet maintenance facilities,

City engineering staff reviewed the cost estimates and found that these estimates were also too low. For most of the facilities included in the CFF, the size of the facilities was not increased despite the fact that the buildout population of the City is now projected to be higher following the 2022 General Plan updates. Therefore, the increases in costs do not represent an increase in the overall level of service to be provided.

Table 12-1
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Existing Police Facility Cost Summary

Existing Facilities			
Building (sf)			13,889
Land (acres)			2.22
		Cost per	
	Square	SF	Total
Cost Summary	Footage	(2021 \$)	Cost
Land & Land Improvements	96,703	\$12.20	\$1,179,665
Interest Cost ¹			\$25,478
Subtotal - Land and Land Improvements			\$1,205,143
Construction and Equipment ²	13,889	\$744.37	\$10,338,561
Interest Cost ¹			\$769,319
Subtotal - Construction			\$11,107,881
Remaining Costs and Contingencies			\$353,180
Subtotal - Contingencies & Soft Costs			\$353,180
Total Existing Police Facility Costs (2021 \$)			\$12,666,204
Total Existing Police Facility Costs (2024 \$) ³			\$13,735,112
Total Existing Police Facility Costs			\$13,735,112

¹ Interest charges pursuant to the purchase contract between the City and River Islands Development, LLC.

² Includes allowance for property/evidence room, lockers and showers, arsenal, and other specialized furnishings and equipment included in construction.

³ Inflated using the CCI from August 2021 (12,463.00) to December 2023 (13,514.76).

Sources: City of Lathrop; Goodwin Consulting Group, Inc.

**Table 12-2
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Future Police Facility Cost Estimate**

Facility Needs			
Buildout Population			95,065
Projected Employment ¹			58,403
Projected Service Population			153,468
Sworn Officers	1.5 /1,000 pop		230
Civilian Staff	0.68 per sworn officer		157
Total Staff			387
Building Requirements (sf)	250 sf/staff		96,700
Land Requirements (acres)	0.4 FAR		5.5
Existing Facilities			
Building (sf)			13,889
Land (acres)			2.22
Net Requirements			
Building Requirements (sf)			82,811
Land Requirements (acres)			3.3
	Square	Cost per	Total
Cost Estimate	Footage	SF	Cost
		(2021 \$) ²	
Land & Land Improvements	145,047	\$12.20	\$1,769,400
Subtotal - Land and Land Improvements			\$1,769,400
Basic Building	82,811	\$551.39	\$45,660,787
Spec. Constr. & Equip ³	82,811	\$192.98	\$15,981,275
Subtotal - Construction			\$61,642,063
Contingencies (12% of Construction)			\$7,397,000
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$19,331,000
Subtotal - Contingencies & Soft Costs (Rounded)			\$26,728,000
Total Police Facility Costs (2021 \$)			\$90,139,463
Total Police Facility Costs (2024 \$) ⁴			\$97,746,386
Total Future Police Facility Costs (Rounded)			\$97,746,000

¹ Based on 2022 General Plan update assumptions.

² Based on costs paid for the existing police station.

³ Includes allowance for property/evidence room, lockers and showers, arsenal, and other specialized furnishings and equipment included in construction. Assumed to be approximately 26% of the overall cost per square foot.

⁴ Inflated using the CCI from August 2021 (12,463.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

Table 12-3
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Future Police Facility Cost Change

Facility Needs						
Net Requirements						
Building Requirements (sf)			82,811		82,811	
Land Requirements (acres)			3.3		3.3	
			Prior Unit Costs		Updated Unit Costs	
Cost Estimate	Square Footage	Cost per SF (2003 \$) ²	Total Cost	Cost per SF (2021 \$) ³	Total Cost	
Land & Land Improvements	145,047	\$12.00	\$1,740,562	\$12.20	\$1,769,400	
Subtotal - Land and Land Improvements			\$1,740,562		\$1,769,400	
Basic Building	82,811	\$200.00	\$16,562,200	\$551.39	\$45,660,787	
Spec. Constr. & Equip ¹	82,811	\$70.00	\$5,796,770	\$192.98	\$15,981,275	
Subtotal - Construction			\$22,358,970		\$61,642,063	
Contingencies (12% of Construction)			\$2,683,000		\$7,397,000	
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$7,012,000		\$19,331,000	
Subtotal - Contingencies & Soft Costs (Rounded)			\$9,695,000		\$26,728,000	
Total Police Facility Costs (Prior 2003 \$ / Updated 2021 \$)			\$33,794,532		\$90,139,463	
Total Police Facility Costs (2024 \$) ²			\$68,218,818		\$97,746,386	
Total Future Police Facility Costs (Rounded)			\$68,219,000		\$97,746,000	
Change in Future Police Facility Costs due to Increased Unit Costs					\$29,527,000	
Percentage Change					43%	

¹ Includes allowance for property/evidence room, lockers and showers, arsenal, and other specialized furnishings and equipment included in construction.

² 2003 Costs inflated to 2024 using the increase in the CCI from July 2003 (6,695.00) to December 2023 (13,514.76). 2021 Costs inflated to 2024 using the increase in the CCI from August 2021 (12,463.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

Table 12-4
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
City Hall Cost Estimate

Facility Needs			
Buildout Population			95,065
City Hall Space Needs (sf) ¹			
Administration			5,100
City Attorney			2,500
Finance			4,000
Culture and Leisure (at City Hall)			2,600
Public Works/Engineering			10,900
Community Development/Housing			4,900
Common Space and Facilities			11,100
Council Chambers			3,500
Building Requirements (sf)			44,600
Land Requirements (acres)	0.40	FAR	2.6
Cost Estimate	Square Footage	Cost per SF (2003 \$)	Total Cost
Land & Land Improvements	111,500	\$12.00	\$1,338,000
Subtotal - Land and Land Improvements (Rounded)			\$1,338,000
Basic Building	44,600	\$200.00	\$8,920,000
Spec. Constr. & Equip ²	44,600	\$40.00	\$1,784,000
Subtotal - Construction			\$10,704,000
Contingencies (12% of Construction)			\$1,284,000
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$3,357,000
Subtotal - Contingencies & Soft Costs (Rounded)			\$4,641,000
Total City Hall Costs (2003 \$)			\$16,683,000
Total City Hall Costs (2024 \$) ³			\$33,676,884
Total City Hall Costs (Rounded)			\$33,677,000

¹ Based on City Hall Staffing and Space Needs table prepared by City staff, Sept. 2002.

² Includes allowance for loading doc, elevators, vault and records rooms, council chambers, and other specialized rooms and furnishings/equipment included in construction.

³ 2003 Costs inflated to 2024 using the increase in the CCI from July 2003 (6,695.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

Table 12-5
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Corporation Yard Cost Estimate

Facility Needs ¹			
Buildout Population			95,065
Enclosed Buildings (sf)			
Administration Building			4,700
Active Storage: General			12,300
Active Storage: H-2			2,200
Active Storage: B-2			1,900
Dead Storage			300
Subtotal			21,400
Open Space (sf)			
Employee and Visitor Parking			35,200
Equipment Parking			10,400
Active Storage/Open			29,200
Dead Storage/Open			60,000
Miscellaneous Activities			98,400
Retention Basin/General Open			57,700
Subtotal			290,900
Total Space Needs (sf)			312,300
Land Requirements (acres)	0.07	FAR	7.17
	Square	Cost per	
Cost Estimate	Footage	SF	Total
		(2003 \$)	Cost
Land & Land Improvements	312,300	\$10.00	\$3,123,000
Subtotal - Land and Land Improvements (Rounded)			\$3,123,000
Administration Building	4,700	\$115.00	\$541,000
Spec. Constr. & Equip	4,700	\$4.00	\$19,000
Storage Steel Building	16,700	\$28.00	\$468,000
Open Space Improvements	290,900	\$6.00	\$1,745,000
Subtotal - Construction			\$2,773,000
Contingencies (12% of Construction)			\$333,000
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$870,000
Subtotal - Contingencies & Soft Costs (Rounded)			\$1,203,000
Total Corporation Yard Costs (2003 \$)			\$7,099,000
Total Corporation Yard Costs (2024 \$) ²			\$14,330,288
Total Corporation Yard Costs (Rounded)			\$14,330,000

¹ Based on extrapolation of needs from Corporate Yard Space Needs Study prepared by BH Associates in May 1999.

² 2003 Costs inflated to 2024 using the increase in the CCI from July 2003 (6,695.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

Table 12-6
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Fleet Maintenance Facility Cost Estimate

Facility Needs ¹			
Buildout Population			95,065
Building Requirements (sf)			64,000
Land Requirements (acres)	0.23	FAR	6.39
	Square	Cost per	Total
Cost Estimate	<u>Footage</u>	<u>SF</u>	<u>Cost</u>
		<u>(2024 \$)</u>	
Land & Building	278,261	\$24.00	\$6,678,261
Subtotal - Land and Land Improvements (Rounded)			\$6,678,000
General Building	64,000	\$91.00	\$5,824,000
Contingencies (12% of Construction)			\$699,000
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$1,826,000
Subtotal - Contingencies & Soft Costs (Rounded)			\$2,525,000
Total Fleet Maintenance Facility Costs (2024 \$)			\$15,027,000
Total Fleet Maintenance Facility Costs (Rounded)			\$15,027,000

¹ Estimated need for a \$15M facility based on input from City staff.

Sources: Goodwin Consulting Group, Inc.

Table 12-7
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Performing Arts Center Cost Estimate

Facility Needs ¹			
Buildout Population			95,065
Facility Land Requirements (sf)			32,750
Cost Estimate	Square Footage	Cost per SF (2003 \$)	Total Cost
Land & Land Improvements	32,750	\$12.00	\$393,000
Subtotal - Land and Land Improvements (Rounded)			\$393,000
Basic Building	13,100	\$200.00	\$2,620,000
Spec. Constr. & Equip ²	13,100	\$30.00	\$393,000
Subtotal - Construction			\$3,013,000
Contingencies (12% of Construction)			\$362,000
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$945,000
Subtotal - Contingencies & Soft Costs (Rounded)			\$1,307,000
Total Performing Arts Center Costs (2003 \$)			\$4,713,000
Total Performing Arts Center Costs (2024 \$) ³			\$9,514,009
Total Performing Arts Center Costs (Rounded)			\$9,514,000

¹ No changes were made to the estimate of the performing arts center for purposes of the Municipal Service Facilities CFF. A portion of the planned community center within the Culture and Leisure Facilities CFF will ultimately serve the purpose of the performing arts center, eliminating a need for a separate facility. The estimated cost of the performing arts center has been deducted from the total cost of the community center to avoid double counting.

² Includes allowance for seating, multi-purpose room, movable walls/partitions, a kitchen, and other specialized furnishings/equipment included in construction.

³ 2003 Costs inflated to 2024 using the increase in the CCI from July 2003 (6,695.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

Table 12-8
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Summary of Facility Costs

Buildout Population		95,065
Projected Employment		58,403
Weighted Employees (50%)		29,202
Total Persons Served		124,267
Municipal Services Facility	Estimated Cost (2024 \$)	Status
Existing Police Facility	\$13,735,112	Complete
Future Police Facility	\$97,746,000	Planned
Animal Control Facility ¹	\$12,960,000	Planned
City Hall	\$33,677,000	Planned
Corporation Yard	\$14,330,000	Planned
Fleet Maintenance Facility	\$15,027,000	Planned
Performing Arts Center ²	\$9,514,000	Planned
Wireless Network ³	\$2,276,000	Planned
Total Facilities	\$199,265,112	
Total Complete Facilities (2024 \$)	\$13,735,112	
Total Planned Facilities (2024 \$)	\$185,530,000	

¹ Estimated need for a \$13M facility based on input from City Staff.

² No changes were made to the estimate of the performing arts center for purposes of the Municipal Service Facilities CFF. A portion of the planned community center within the Culture and Leisure Facilities CFF will ultimately serve the purpose of the performing arts center, eliminating a need for a separate facility. The estimated cost of the performing arts center has been deducted from the total cost of the community center to avoid double counting.

³ Based on a 2005 cost estimate of \$1,250,000. Inflated using the CCI from July 2005 (7,422.00) to December 2023 (13,514.76).

Sources: Goodwin Consulting Group, Inc.

**Table 12-9
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Fee Calculation**

Buildout Population				95,065	
Projected Employment				58,403	
Weighted Employees (50%)				29,202	
Total Persons Served				124,267	100%
Projected Residential Population Growth to Buildout				66,562	
Projected Employment				49,250	
Weighted Employees (50%)				24,625	
Total Persons Served				91,187	73%
Municipal Services Facility	Estimated Cost (2024 \$)	Allocation to Existing Development ¹	Allocation to Future Development	Persons Served	Cost per Persons Served
Future Police Facilities	\$97,746,000	\$26,019,795	\$71,726,205	91,187	\$787
Animal Control Facility ²	\$12,960,000	\$3,449,927	\$9,510,073	66,562	\$143
City Hall	\$33,677,000	\$8,964,752	\$24,712,248	91,187	\$271
Corporation Yard	\$14,330,000	\$3,814,618	\$10,515,382	91,187	\$115
Fleet Maintenance Facility	\$15,027,000	\$4,000,158	\$11,026,842	91,187	\$121
Performing Arts Center ²	\$9,514,000	\$2,532,608	\$6,981,392	66,562	\$105
Wireless Network	\$2,276,000	\$605,867	\$1,670,133	91,187	\$18
Total Facilities	\$185,530,000	\$49,387,724	\$136,142,276		\$1,560
Fee Calculation					
	Persons per Household		Square Feet per Employee		
	SFD	MF	Retail/Service	Other	
	3.2	2.5	450	750	
	Municipal Services Facilities Fees				
	<u>per Unit</u>	<u>per Unit</u>	<u>per 1,000 sf</u>	<u>per 1,000 sf</u>	
Police Facility	\$2,517	\$1,966	\$1,748	\$1,049	
Animal Control Facility	\$457	\$357	\$0	\$0	
City Hall	\$867	\$678	\$602	\$361	
Corporation Yard	\$369	\$288	\$256	\$154	
Fleet Maintenance Facility	\$387	\$302	\$269	\$161	
Performing Arts Center	\$336	\$262	\$0	\$0	
Wireless Network	\$59	\$46	\$41	\$24	
Total	\$4,992	\$3,900	\$2,916	\$1,750	
Average Unit SF ³	2,570	975			
Residential Fee per SF	\$1.942	\$4.000			

¹ Represents the portion of planned facilities that will serve existing residents. This cost is excluded from the fee calculation and must be funded from prior fees collected or through another source.

² Allocated to residential population only.

³ Based on the average square footage of units in newly-developing areas of the City.

Sources: Goodwin Consulting Group, Inc.

Table 12-10
City of Lathrop 2024 Capital Facilities Fees Study Update
Municipal Service Facilities CFF
Fee Comparison - Proposed vs. Current Fees

Land Use	Current Fee	Proposed Fee ¹	Percent Change
	per Unit	per Unit	
Single-Family	\$4,714	\$4,992	5.9%
Multi-Family	\$3,367	\$3,900	15.8%
	per 1,000 SF	per 1,000 SF	
Commercial	\$3,072	\$2,916	-5.1%
Other	\$1,859	\$1,750	-5.9%

¹ For residential land uses, assumes the proposed fee for an average-sized unit for comparison purposes.

Sources: Goodwin Consulting Group, Inc.

13. CLSP SEWER/RECYCLED WATER SYSTEM CFF

This section of the report identifies the updated sewer and recycled water facilities, costs, and CFF rates required to fund reimbursement costs for oversizing the sewer and recycled water facilities in the CLSP area.

BACKGROUND

Saybrook, the primary developer of the CLSP area, has constructed sewer and recycled water backbone facilities that will serve the CLSP area. In June 2018, the City Council adopted the original CLSP Sewer/Recycled Water System CFF required pursuant to Section 5.04.2 of the DA. In February 2019 an update to the CFF was adopted to include additional pump station costs and sewer work items that were incurred by Saybrook or the prior developer. Based on input from City staff, the cost of the additional sewer work needs to be updated for this update to CFF. Since the sewer and recycled water facilities have been funded by Richland or Saybrook, CFF revenue will be used to reimburse the developer.

FACILITIES AND COSTS

The original Sewer/Recycled Water CFF was based on facilities that included a pump station, force mains, sewer pipelines, and recycled water pipelines; specifically items 1 – 3 shown in Table 13-1 at the end of this section. Items 4 and 5 in this table were added in 2019. The total cost of the additional sewer work (#5) has now been updated again to \$4.8 million. The total cost of facilities after adjusting for inflation is \$20.2 million. Facilities include a portion of a pump station, force mains, sewer pipelines, and recycled water pipelines. Tables 13-2 and 13-3 provide details of the pump station and force main costs included in the CFF.

COST ALLOCATION FACTORS

The allocation of the CLSP sewer and recycled water facilities is based on the wastewater flow factors provided by the City and summarized in Table 13-4. The wastewater flow factors have been revised since the 2019 update including a separate flow factor for dry warehouses. Wastewater flow is a reasonable method of allocating sewer facilities costs since it accurately measures the demand placed on the sewer system by various types of development.

FEE CALCULATION

Table 13-5 summarizes the cost allocation of the sewer and recycled water facilities costs. The estimated development in CLSP following the Phase 2 amendments includes 2,814 residential units and approximately 10.3 million square feet of commercial, industrial, and dry warehouse development. The total amount of development for each land use is multiplied by the applicable wastewater flow factor to estimate the daily flow volume from each category. The total cost of \$20.2 million is then allocated equally based on the demands on the sewer system. Finally, the allocated costs are then divided by the number of units or 1,000 square foot increments to calculate the fees. The proposed fees are \$5,590 per single family unit, \$4,658 per multi-family unit, \$1,331 per 1,000 square feet of commercial space, \$428 per 1,000 square feet of limited industrial space, and \$307 per 1,000 square feet of dry warehouse space.

FEE COMPARISON

Table 13-6 shows a comparison of the proposed fees and the current fees. Since the current fee does not have separate categories for limited industrial and dry warehouse land uses, the table only includes a comparison for commercial land uses. Overall, the fees have increased by 70-83%. This is primarily due to the removal of residential land uses within CLSP Phase 2. The sewer demand in terms of daily flow from residential uses is about half of what was estimated in the 2019 update. The non-residential uses that replaced the residential within Phase 2 require much less sewer service. Therefore, the cost per unit of demand has increased.

Table 13-1
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Project Descriptions and Costs

No.	Improvement	Project Cost (2017 \$)	Project Cost (2024 \$) ¹
1	Portion of Pump Station and Force Mains ²	\$5,302,500	\$6,806,000
2	Sanitary Sewer Mains	\$2,849,175	\$3,657,000
3	Recycled Water Mains	\$3,095,280	\$3,973,000
4	Additional Pump Station Costs ³	-	\$957,000
5	Estimated Additional Sewer Work - Force Mains	-	\$4,826,000
Total		\$11,246,955	\$20,219,000

¹ Costs inflated using the ENR 20-City CCI from December 2016 (10,530.00) to December 2023 (13,514.76).

² Includes 1/4 of the total pump station cost.

³ Includes 1/4 of the additional costs incurred since 2014.

Sources: City of Lathrop; MacKay & Somps;

Table 13-2
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Additional Pump Station Costs

2006 Richland Contract to Auburn	\$10,479,300
Change orders to Auburn Contract	\$800,253
Total Amount Paid to Auburn by 2006 Richland Contract	\$11,279,553
2014 Saybrook Contract to Auburn	\$138,176
Total Amount paid prior to 2017 Auburn Contract Completion	\$11,417,729
2017 - Saybrook Contract to Auburn	\$270,000
Change Orders to Auburn Contract	\$2,834,548
Total Amount Paid to Auburn by 2017 Saybrook Contract	\$3,104,548
Sale of Equipment to Crow Holdings (City ordered Removal)	(\$254,625)
Amount Paid to TESCO by SFA	\$91,950
Amount Paid to GENERAC by SFA	\$23,214
Amount Paid to SHAPE by SFA	\$28,965
Amount Paid to CRUMP by SFA	\$120,971
Amount Paid to Rain for Rent by SFA	\$14,931
Amount Paid to ARNAUDO by SFA	\$39,000
Total Paid outside of Auburn Contract by SFA	\$64,407
Total Cost of CLSP SS & SD Pump Station Completion	\$14,586,684
Total Additional Cost Beyond 2006 Contract (2019 \$) ¹	\$3,168,955
Total Additional Cost Beyond 2006 Contract (2024 \$)	\$3,828,853
1/4 of Additional Cost added to DA Pump Station Cost (rounded)	\$957,000

¹ Costs inflated using the ENR 20-City CCI from December 2018 (11,185.51) to December 2023 (13,514.76).

Sources: City of Lathrop; Saybrook, LLC

Table 13-3
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Additional Sanitary Sewer Facilities - Force Mains

Item	Quantity	Unit	Cost Per Unit	Amount (2024 \$)
Streetwork				
Curb & gutter including 6" AB	15	LF	\$98	\$1,470
Remove and dispose of existing curb and gutter	15	LF	\$52	\$780
Sidewalk (6" thick on native)	40	SF	\$35	\$1,400
Remove and dispose of existing sidewalk	40	SF	\$39	\$1,560
AC Paving (7" AC / 16.5" AB)	60	SF	\$57	\$3,420
Remove and dispose of existing pavement	60	SF	\$39	\$2,340
Striping Restoration	1	LS	\$6,400	\$6,400
Erosion Control	1	LS	\$5,000	\$5,000
Subtotal - Streetwork				\$22,370
Sanitary Sewer Work				
10" Sanitary Sewer Force Main (PVC C905)	7,900	LF	\$97	\$766,300
12" Sanitary Sewer Force Main (PVC C905)	7,950	LF	\$122	\$969,900
8" SS Cleanout	1	EA	\$22,000	\$22,000
12" SS Cleanout	1	EA	\$25,000	\$25,000
1" Air Relief Valve	6	EA	\$13,500	\$81,000
48" Casing Jack and Bore for both forcemains (in Interstate 5)	260	LF	\$3,300	\$858,000
48" Casing Jack and Bore for both forcemains (under railroad tracks)	160	LF	\$3,500	\$560,000
Subtotal - Sanitary Sewer Work				\$3,282,200
Total Construction Cost				\$3,304,570
Contingencies (20%)				\$660,914
Engineering, Design, Inspection, Fees, etc. (20% of total const. cost)				\$660,914
Union Pacific Railroad Permitting				\$200,000
Total Construction and Soft Costs (2024 \$)				\$4,826,398
Total Construction and Soft Costs (2024 \$) (rounded)				\$4,826,000

Sources: MacKay & Somps; City of Lathrop

Table 13-4
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Wastewater Flow Factors

<u>Land Use</u>	<u>Wastewater Flow Factor</u>
Low Density Residential	240 gpd/du
Medium Density Residential	200 gpd/du
High Density Residential	110 gpd/ac
Commercial	755 gpd/ac
Limited Industrial	240 gpd/ac
Dry Warehouse	172 gpd/ac

Sources: City of Lathrop

Table 13-5
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Fee Calculation

Land Use	Units / Bldg SF	Wastewater Flow Factor	Wastewater Flow Daily Volume	Percent Allocation	Cost Allocation	Cost per Unit / Bldg SF	
Total Improvement Cost					\$20,219,000		
Residential							
	<i>Dwelling Units</i>	<i>GPD per Unit</i>	<i>GPD</i>			<i>per Unit</i>	
Single Family	1,483	240	355,920	41.0%	\$8,289,808	\$5,590	
Multi-Family	1,331	200	266,200	30.7%	\$6,200,121	\$4,658	
Subtotal - Residential	2,814		622,120	71.7%	\$14,489,929		
Non-Residential							
	<i>Acres</i>	<i>Building Sq. Ft</i>	<i>GPD per acre</i>	<i>GPD</i>		<i>Per 1,000 SF</i>	
Commercial	176.1	2,326,811	755	132,942	15.3%	\$3,096,378	\$1,331
Limited Industrial	121.8	1,591,729	240	29,233	3.4%	\$680,869	\$428
Dry Warehouse	487.2	6,366,918	172	83,801	9.7%	\$1,951,824	\$307
Subtotal - Non-Residential		10,285,458		245,976	28.3%	\$5,729,071	
Total			868,096	100.0%	\$20,219,000		

Sources: Goodwin Consulting Group, Inc.

Table 13-6
City of Lathrop 2024 Capital Facilities Fees Study Update
CLSP Sewer/Recycled Water System CFF
Fee Comparison - Proposed vs. Current Fees

Land Use	Current Fee	Proposed Fee	Percent Change
	per Unit	per Unit	
Single-Family	\$3,215	\$5,590	73.9%
Multi-Family	\$2,733	\$4,658	70.4%
	per 1,000 SF	per 1,000 SF	
Commercial	\$726	\$1,331	83.3%

Sources: Goodwin Consulting Group, Inc.

14. CULTURE AND LEISURE CFF – PARK COMPONENT

This section of the report presents a conversion of the existing Park Component of the Culture and Leisure CFF so that the CFF can be charged on a square footage basis.

BACKGROUND

The City originally created the Culture and Leisure CFF in 1990. This CFF has been updated many times since its inception, including most recently in 2005. The CFF is comprised of three components: the Facilities Component, the Neighborhood Parks Component, and the Community Parks Component. The CLSP area is charged a different park fee specific to that development as neighborhood and community park development costs were anticipated to be higher in CLSP. The developer in River Islands constructs the parks required for that project, so this component of the CFF is not charged to new development in River Islands. All other residential areas in the City pay this CFF.

CONVERSION

Based on feedback from City staff, the Park Component of the Culture and Leisure CFF does not need to be updated at this time. However, since other park fees are updated in this Fee Study and are proposed to be charged on a square footage basis, there is a desire to convert this CFF so that all of the City's park fees can be charged in a consistent manner. Therefore, the existing CFF must be converted to be charged on a square footage basis. As of January 2024, the existing CFF is \$6,868 per single family unit and \$4,906 per multi-family unit. As mentioned previously, the average unit size in newly developing areas of the City is 2,570 square feet per single family unit and 975 square feet per multi-family unit. Dividing the existing CFF by the applicable average square footage produces fees of \$2.672 per square foot for single family and \$5.032 per square foot for multi-family.

15. CLSP COMMUNITY PARK CFF

This section of the report presents a conversion of the existing CLSP Community Park CFF so that the CFF can be charged on a square footage basis.

BACKGROUND

The CLSP Community Park CFF was originally established in 2005. The CFF was subsequently updated in 2016 based on the DA to reflect increased park development costs anticipated in CLSP. Since then, the CFF has not been updated aside from the annual inflation adjustments applied by the City.

CONVERSION

Based on feedback from City staff, the CLSP Community Park CFF does not need to be updated at this time. However, since other park fees are updated in this Fee Study and are proposed to be charged on a square footage basis, City staff has indicated a desire to convert this CFF so that all of the City's park fees can be charged in a consistent manner. Therefore, the existing CFF must be converted to be charged on a square footage basis. As of January 2024, the existing CFF is \$4,760 per single family unit and \$3,401 per multi-family unit. As mentioned previously, the average unit size in newly developing areas of the City is 2,570 square feet per single family unit and 975 square feet per multi-family unit. Dividing the existing CFF by the applicable average square footage produces fees of \$1.852 per square foot for single family and \$3.488 per square foot for multi-family.

16. WLSP REGIONAL TRANSPORTATION IMPACT FEE

This section of the report presents the calculation of the WLSP Regional Transportation Impact Fee for industrial and warehousing land uses based on the existing fees. Additionally, the fees for residential land uses are converted so that the fee can be charged on a square footage basis.

BACKGROUND

The WLSP RTIF was originally created in 1997 to mitigate the impacts of development within WLSP on regional transportation facilities. Subsequently, the San Joaquin RTIF was adopted, which includes some of the same facilities included in the WLSP RTIF. The WLSP RTIF was reduced following the creation of the San Joaquin RTIF to account for that overlap. As mentioned earlier in this Fee Study, the City also adopted the WCLRT CFF to supplement the WLSP RTIF.

INDUSTRIAL/WAREHOUSING FEE

As mentioned previously, the CLSP Phase 2 Amendments included industrial and warehouse land uses that were previously not anticipated within CLSP. Thus, it is necessary to create a category for those land uses so that they can pay for their proportionate impacts on the transportation facilities. As of January 1, 2024, the existing RTIF for retail commercial land uses is \$2,384 per 1,000 square feet of building space. As described in Section 5 of this Fee Study, Fehr and Peers recently calculated transportation DUEs of 0.96 for retail commercial and 0.13 for industrial/warehousing. Based on the relative difference between these DUEs, the proportionate fee for industrial/warehousing is \$322 per 1,000 square feet ($\$2,384 \times 0.13/0.96$).

CONVERSION

Although this fee is not being updated in this Fee Study, the overlapping WCLRT CFF has been updated and the proposed WCLRT CFF deducts the full amount of the WLSP RTIF. Since the WCLRT CFF update in Section 5 proposes residential fees to be charged based on square footage, City staff has indicated a desire to convert the WLSP RTIF so that more of the City's transportation fees can be charged in a consistent manner. Therefore, the existing fee must be converted to be charged on a square footage basis. As of January 2024, the existing fee is \$426 per single family unit and \$499 per multi-family unit. As mentioned previously, the average unit size in newly developing areas of the City is 2,570 square feet per single family unit and 975 square feet per multi-family unit. Dividing the existing fee by the applicable average square footage produces fees of \$0.166 per square foot for single family and \$0.512 per square foot for multi-family.

17. OFFSITE ROADWAY IMPROVEMENTS CFF

This section of the report presents the calculation of the Offsite Roadway Improvements CFF for industrial and warehousing land uses based on the existing fees. Additionally, the fees for residential land uses are converted so that the fee can be charged on a square footage basis.

BACKGROUND

The Offsite Roadway Improvements CFF was created in 2007 to fund the costs of improvements needed at six specific intersections impacted by the proposed CLSP development. Aside from the annual inflation adjustments applied by the City, the CFF has not been updated since then.

INDUSTRIAL/WAREHOUSING CFF

As mentioned previously, the CLSP Phase 2 Amendments included industrial and warehouse land uses that were previously not anticipated within CLSP. Thus, it is necessary to create a category for those land uses so that they can pay for their proportionate impacts on the transportation facilities. As of January 1, 2024, the existing CFF for retail commercial land uses is \$234 per 1,000 square feet of building space. The original CFF allocated the cost of the improvements based on adjusted peak P.M. trip generation rates for each land use. The trip generation rate used for retail commercial was 1.29, and the similar trip generation rate for warehousing is 0.23. Based on the relative difference between these trip generation rates, the proportionate fee for industrial/warehousing is \$42 per 1,000 square feet ($\$234 \times 0.23/1.29$).

CONVERSION

The Offsite Roadway Improvements CFF is not being updated at this time. However, since the WCLRT CFF update in Section 5 proposes fees to be charged on a square footage basis, City staff has indicated a desire to convert this CFF so that more of the City's transportation fees can be charged in a consistent manner. Therefore, the existing CFF must be converted to be charged on a square footage basis. As of January 2024, the existing CFF is \$183 per single family unit and \$113 per multi-family unit. As mentioned previously, the average unit size in newly developing areas of the City is 2,570 square feet per single family unit and 975 square feet per multi-family unit. Dividing the existing CFF by the applicable average square footage produces fees of \$0.071 per square foot for single family and \$0.116 per square foot for multi-family.

18. NEXUS FINDINGS

Development in the City will create a need for additional public facilities as well as expansion of existing facilities to serve future residents and employees. The CFF program will provide funding for public facilities in accordance with the policies and goals set forth by the City. As required pursuant to the Mitigation Fee Act, the CFFs calculated in this Fee Study meet the nexus requirements of the law, as outlined below.

NEXUS TEST

Purpose of the Fees

The purpose of the CFFs is to provide funding for the infrastructure and facilities identified in this Fee Study.

Use of Fee

CFF revenue will be used to fund future development's fair share of the cost of infrastructure and facilities that have been identified by the City as necessary to serve new development in the City.

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

New residential and non-residential development will generate additional demand for the infrastructure and facilities identified in this Fee Study. The facilities, infrastructure improvements, and capacity enhancements included in this Fee Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Fee Study.

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

CFF revenue collected will fund the facilities included in this Fee Study. These facilities will serve development in the City and the proposed fees in this Fee Study are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Separate CFF accounts will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

A reasonable relationship between the amount of each CFF and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Sewer/Recycled Water Fee is based on the gallons per day of wastewater generated for each specific land use. The wastewater generation rates, which differ between land use categories, measure each land use's impact on sewer facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the CFFs, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of development in the City.

19. FEE PROGRAM ADMINISTRATION

FEE IMPLEMENTATION

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

FEE ADJUSTMENTS

The CFFs will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land uses or development plans. In addition to such adjustments, each year the CFF Fees will be adjusted by the change in the Engineering News Record 20-City CCI over the prior calendar year. This Fee Study adjusted costs in this report based on the ENR 20-City CCI value of 13,514.76 for December 2023. For inflating facilities costs that are in the City's 2005 CFF Fee Study, this Fee Study applied ENR 20-City CCI values of 6,695 (July 2003) for costs that were established in 2003 and an ENR 20-City CCI value of 7,422 (July 2005) for costs established in 2005. Other facilities in this Fee Study are based on more recent cost estimates from 2010 through 2024. In those cases, the costs were inflated by applying the increase in the ENR 20-City CCI from the month and year indicated in the cost estimate to the CCI for December 2023, as noted on each table in this Fee Study.

ASSEMBLY BILL 602

On September 28, 2021, Assembly Bill 602 was signed into law and became effective starting January 1, 2022. The law establishes additional procedural and transparency requirements on public agencies when establishing new fees or increasing existing development impact fees. AB

602 amends Government Code Sections 65940.1 and 66019 and adds Government Code Section 66016.5 and Health and Safety Code Section 50466.5. Below are some of the most significant requirements imposed by AB 602:

New Requirements for Nexus Studies

- When applicable, the nexus study shall identify the existing level of service for the public facility; identify the proposed new level of service and explain why the new level of service is appropriate.
- If a nexus study supports an increase to existing fee, the public agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fee revenue collected under the original fee.
- Large jurisdictions, for example, counties that have a population greater than 250,000 residents, must adopt a capital improvement plan as a part of the nexus study.
- Nexus studies adopted after July 1, 2022, shall calculate a fee imposed on a housing development that is proportionate to the square footage of the proposed units of the development or the nexus study must make findings that an alternative fee calculation methodology creates a reasonable relationship between the fee charged and the burden posed by the development.
- This section of the impact fee requirements does not apply to any fees or charges pursuant to Government Code Section 60013, which includes water and sewer connection fees and capacity charges.

New Transparency Requirements for Public Agencies

- Fees must be posted to the public agency's website within 30 days of any change in the fees.
- Public agencies must post to their website the current and five previous annual impact fee accounting reports that are required pursuant to Government Code Section 66006.
- Public agencies must post to their website all nexus studies, cost of service studies, or equivalent studies that were conducted on or after January 1, 2018.

New Nexus Study Procedural Requirements

- Nexus studies must be updated at least every 8 years, from the period beginning on January 1, 2022.

- Nexus studies and impact fees must be adopted at a public hearing with at least 30 days' notice (this is an increase from the prior 10 days).
- Members of the public may submit evidence that the nexus findings in the nexus study are insufficient; the public agency must consider all such evidence.

ANNUAL ADMINISTRATIVE DUTIES

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund.
- (b) The amount of fee revenue.
- (c) The beginning and ending balance of the account or fund.
- (d) The amount of fee revenue collected, and interest earned.
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees.
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate.
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects.

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

FIFTH-YEAR ADMINISTRATIVE DUTIES

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put.
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which

it is charged.

- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements.
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds.

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise, the law states that the City must refund the fee revenue to the then current owners of the development project.

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**ITEM: PUBLIC HEARING (PUBLISHED NOTICE)
ORDINANCE TO ADOPT AMENDMENTS TO THE
LATHROP MUNICIPAL CODE (LMC) TO UPDATE
CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER
13.16 SEWER SERVICE SYSTEM AND CHAPTER
13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.**

RECOMMENDATION: City Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. First Reading and Introduction of an Ordinance to Adopt Amendments to the Lathrop Municipal Code (LMC) to Update Chapter 13.04 Water Service System, Chapter 13.16 Sewer Service System and Chapter 13.20 Utility Rates and Charges in Title 13, Public Services, including:**
 - Chapter 13.04 (Water Service System): Add (D) to 13.04.155 to read "A water service customer who presents a current military identification card or veterans identification card shall receive a 10% reduction in their monthly service charge by meter size. The commodity rate shall not be reduced."**
 - Chapter 13.16 (Sewer Service System): Add (D) to 13.16.255 to read "A sewer service customer who presents a current military identification card or veterans identification card shall receive a 10% reduction in their flat monthly service charge."**
 - Chapter 13.20 (Utility Rates and Charges): Revise 13.20.020 (E) to read "A fee [of] Thirty-five and no/100ths (\$35.00) dollars shall be charged for restoring water service to the same user when it is discontinued for failure to pay a delinquent account."**
 - Chapter 13.20 (Utility Rates and Charges): Add (F) to 13.20.020 to read "In the event it is necessary to lock a water meter because of a delinquency and the lock is subsequently found damaged or cut, a fee of Fifty and no/100ths (\$50.00) dollars shall be charged in addition to the fee set forth in subsection (E) of this section."**

CITY MANAGER'S REPORT **Page 2**
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT
AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE
CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE
SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.

SUMMARY:

On September 9, 2024 the City Council received a referral to discuss the potential of the City reducing late fees for utility bills and the possibility of offering a discount for veterans. At that meeting staff was directed to evaluate areas where the fees could potentially be reduced and to develop a veteran discount program. The proposed Municipal Code Text Amendment would update Sections 13.04 and 13.16 of the Lathrop Municipal Code (LMC) to include language that would provide current military personnel and veterans presenting proper documentation a 10% reduction to the fixed meter charge for water and a 10% reduction in the flat monthly service charge for wastewater. The 10% reduction for current military and veterans aligns with the City's support of the military community and aims to extend our gratitude to those who have served or are currently serving our country in the US armed forces.

The proposed Municipal Code Text Amendment to update Section 13.20 of the Lathrop Municipal Code (LMC) would revise the fee currently charged of \$30 for suspension/termination of services and \$30 for service reconnection to a one-time charge of \$35 to restore services to the same user when it is discontinued for failure to pay a delinquent account. Staff also compared the City's utility fees to surrounding agencies and found that the City lacked a cut lock fee to recuperate costs associated with the physical locks and utility staff time to reinspect meter boxes that have been locked due to the delinquency and the lock is subsequently found damaged or cut. The proposed Municipal Code Text Amendments, if approved, will also establish a \$50 fee for locks found to be damaged or cut.

BACKGROUND:

On September 9, 2024 the City Council received a referral to discuss the potential of the City reducing late fees for utility bills and the possibility of offering a discount for veterans. At that meeting staff was directed to evaluate areas where the fees could potentially be reduced and to develop a veteran discount program. The proposed Municipal Code Text Amendment would update Sections 13.04 and 13.16 of the Lathrop Municipal Code (LMC) to include language that would provide current military personnel and veterans presenting proper documentation a 10% reduction to the fixed meter charge for water and a 10% reduction in the flat monthly service charge for wastewater. This reduction would apply to the service charge but would not affect the commodity rate. The 10% reduction for current military and veterans aligns with the City's support of the military community and aims to extend our gratitude to those who have served or are currently serving our country in the US armed forces.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT
AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE
CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE
SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.**

The proposed Municipal Code Text Amendment to update Section 13.20 of the Lathrop Municipal Code (LMC) would revise the fee currently charged of \$30 for suspension/termination of services and \$30 for service reconnection to a one-time charge of \$35 to restore services to the same user when it is discontinued for failure to pay a delinquent account. Staff also compared the City’s utility fees to surrounding agencies and found that the City lacked a cut lock fee to recuperate costs associated with the physical locks and utility staff time to reinspect meter boxes that have been locked due to the delinquency and the lock is subsequently found damaged or cut. The proposed Municipal Code Text Amendments, if approved, will also establish a \$50 fee for locks found to be damaged or cut.

Staff looked at the City’s late fee structure and compared it to surrounding agencies. The City’s current late charges strike a balance between encouraging on-time payments and maintaining a fair and customer-friendly approach. The penalty fee structure aims to incentivize prompt payments without overly burdening customers, while still covering the costs associated with late payments.

The City’s utilities operate as Enterprise funds that account for city operations, which are financed and operated in a manner similar to private enterprise. User charges and impact fees recover costs of providing service to the public. Enterprise funds are established to account for operations of the self-supporting municipal water and wastewater service. Services are rendered based on a Proposition 218 approved rate structure. Due to the stipulations of Proposition 218 (California’s Right to Vote on Taxes) agencies have concluded that water affordability programs or discount programs cannot use rate revenue as that would be a subsidy from one customer class to another and, therefore, deemed illegal.

The proposed Municipal Code Text Amendment, if approved, will modify the following Chapter(s) and Section(s) of the LMC. A notice of the Public Hearing was advertised in the Manteca Bulletin newspaper on October 1, 2024.

Proposed Amendments:

CHAPTER 13 PUBLIC SERVICES

13.04.155 Payment assistance program-Water service.

Add:

D. A water service customer who presents a current military identification card or veterans identification card shall receive a 10% reduction in their monthly service charge by meter size. The commodity rate shall not be reduced.

13.16.255 Payment assistance program-Sewer service.

Add:

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT
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CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE
SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.**

D. A sewer service customer who presents a current military identification card or veterans identification card shall receive a 10% reduction in their flat monthly service charge.

13.20.020 Deposits for utility service-Termination, suspension and reconnection fees.

Remove / Add:

~~**E.** In the event of a termination or a suspension of service or a reconnection of service that has been suspended, the following charges will apply:~~

Suspension/termination of services	\$30.00
Service connection	\$30.00

~~A fee [of] Thirty-five and no/100ths (\$35.00) dollars shall be charged for restoring water service to the same user when it is discontinued for failure to pay a delinquent account.~~

Add:

F. In the even it is necessary to lock a water meter because of a delinquency and the lock is subsequently found damaged or cut, a fee of Fifty and no/100ths (\$50.00) dollars shall be charged in addition to the fee set forth in subsection (E) of this section.

REASON FOR RECOMMENDATION:

Staff recommends that the City Council consider the proposed Municipal Code Text Amendments to establish the discount program for current military personnel and veterans. Staff also recommends Council amend the charges for restoring water service and establish a fee for locks found to be damaged or cut.

FISCAL IMPACT:

Funds collected through late fees and disconnect/ reconnect fees are the sole source of funding for the City's proposed veteran assistance program. Proposition 218 does not allow rate revenue to be used for these types of rate reduction programs. Late payments and delinquency charges are separate fees exempt from the requirements of Proposition 218. The proposed municipal code amendments will have the following fiscal impacts; the introduction of a 10% reduction in the monthly water and sewer service charges for current military personnel and veterans will result in a decrease in revenue, but will be fully funded through late fee penalties received.

**OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT
AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE
CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE
SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.**

The reduction of the restoration fee from \$60 to \$35, will reduce revenue from delinquent account reconnections. However, this impact is anticipated to be manageable, as the fee is designed to cover the actual costs of service restoration. The lower fee aligns with state law while maintaining the City's ability to recoup its costs for restoring water services.

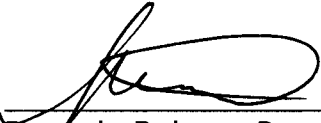
The implementation of a \$50 fee for damaged or cut locks is expected to offset the costs incurred by the City for repairing or replacing tampered meters and locks. This fee will provide a revenue stream to cover repair expenses, ensuring that the City is not burdened with additional costs from meter tampering. It will also serve as a deterrent, potentially reducing future incidents and further minimizing repair costs.

ATTACHMENTS:

- A. Ordinance Adopting Amendments to the Lathrop Municipal Code (LMC) to update Chapter 13.04 "Water Service System", Chapter 13.16 "Sewer Service System and Chapter", 13.20 "Utility Rates and Charges" in Title 13, "Public Services." Modify the Language to Revise Fees and Include Current Military and Veterans to Receive Rate Reduction

CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) ORDINANCE TO ADOPT
AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE
CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE
SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13,
PUBLIC SERVICES.


APPROVALS:



Roopale Bulsara-Popal
Customer Service Supervisor

10/9/2024

Date



Cari James
Director of Finance

10/9/2024

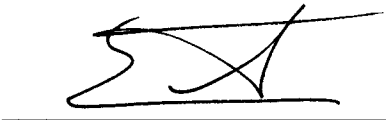
Date



Thomas Hedegard
Deputy City Manager

10/7/2024

Date



Salvador Navarrete
City Attorney

10-8-2024

Date



Stephen J. Salvatore
City Manager

10.9.24

Date

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE CHAPTER 13.04 WATER SERVICE SYSTEM, CHAPTER 13.16 SEWER SERVICE SYSTEM AND CHAPTER 13.20 UTILITY RATES AND CHARGES IN TITLE 13, PUBLIC SERVICES.

WHEREAS, this Municipal Code Text Amendment intends to update Sections 13.04 and 13.16 of the Lathrop Municipal Code (LMC) to include language that would provide current military personnel and veterans presenting proper documentation a 10% reduction to the fixed meter charge for water and a 10% reduction in the flat monthly service charge for wastewater; and

WHEREAS, the 10% reduction for current military and veterans aligns with the City's support of the military community and aims to extend gratitude to those who have served or are currently serving in the US armed forces; and

WHEREAS, this Municipal Code Text Amendment to update Section 13.20 of the Lathrop Municipal Code (LMC) intends to revise the fee currently charged of \$30 for suspension/termination of services and \$30 for service reconnection to a one-time charge of \$35 to restore services to the same user when it is discontinued for failure to pay a delinquent account; and

WHEREAS, the proposed Municipal Code Text Amendment also establishes a \$50 fee for locks found to be damaged or cut; and

WHEREAS, proper notice of the public hearing held on October 14, 2024 was given in all respects as required by law; and

WHEREAS, the City Council of the City of Lathrop has duly considered all written evidence and oral testimony presented during the October 14, 2024 public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve the Lathrop Municipal Code amendments as outlined in the staff report dated October 14, 2024 and incorporated by reference herein.

Section 1.

Amendments to the Lathrop Municipal Code (LMC) to Update Chapter 13.04 Water Service System, Chapter 13.16 Sewer Service System and Chapter 13.20 Utility Rates and Charges in Title 13, Public Services, including:

- Chapter 13.04 (Water Service System): Add (D) to 13.04.155 to read "A water service customer who presents a current military

identification card or veterans identification card shall receive a 10% reduction in their monthly service charge by meter size. The commodity rate shall not be reduced.”

- Chapter 13.16 (Sewer Service System): Add (D) to 13.16.255 to read “A sewer service customer who presents a current military identification card or veterans identification card shall receive a 10% reduction in their flat monthly service charge.”
- Chapter 13.20 (Utility Rates and Charges): Revise 13.20.020 (E) to read “A fee [of] Thirty-five and no/100ths (\$35.00) dollars shall be charged for restoring water service to the same user when it is discontinued for failure to pay a delinquent account.”
- Chapter 13.20 (Utility Rates and Charges): Add (F) to 13.20.020 to read “In the event it is necessary to lock a water meter because of a delinquency and the lock is subsequently found damaged or cut, a fee of Fifty and no/100ths (\$50.00) dollars shall be charged in addition to the fee set forth in subsection (E) of this section.

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 introduced at a regular meeting of the City Council of the City of Lathrop on the 14th day of October 2024, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM 5.5

CITY MANAGER'S REPORT OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING

ITEM: REVIEW AND PROVIDE DIRECTION ON CONCEPTUAL PLAN FOR CIP PK 24-04 MOSSDALE LANDING COMMUNITY PARK IMPROVEMENTS

RECOMMENDATION: Council to Review and Provide Direction on Conceptual Plan for CIP PK 24-04 Mossdale Landing Community Park

SUMMARY:

At the September 9, 2024 City Council meeting, Council requested that staff return to the following City Council meeting with a conceptual plan for possible improvements at the Mossdale Landing Community Park and the estimated funding needed to proceed with the construction of the improvements.

Staff is presenting the conceptual plan for Mossdale Landing Community Park with approximate associated costs to construct the improvements and requests that Council provide direction.

BACKGROUND:

Mossdale Landing Community Park is approximately a 20-acre park site within the Mossdale Residential Community, located along the eastern embankment of the San Joaquin River, south of Towne Centre Dr, north of Open Range Ave and west of Golden Spike Trail.

The conceptual design includes a study of the overall function and flow of the park and its current amenities. The conceptual plan proposes to demolish and install a new play structure and splash pad at its current location and resurface the basketball court. No other amenities were considered to be updated with this conceptual plan.

REASON FOR RECOMMENDATION:

Staff is returning to Council as requested to present the conceptual design options of Mossdale Landing Community Park improvements and the associated cost. Staff is requesting Council to review the options presented and provide direction to proceed with CIP PK 24-04 Mossdale Landing Community Park Improvements.

FISCAL IMPACT:

Staff estimates the following approximate costs associated with the project option presented within this report:

Cost Estimate:	Play structure & splash pad replacement & Basketball court surfacing	\$2,500,000
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**CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
REVIEW AND PROVIDE DIRECTION ON CONCEPTUAL PLAN FOR CIP
PK 24-04 MOSSDALE LANDING COMMUNITY PARK IMPROVEMENTS**

PAGE 2

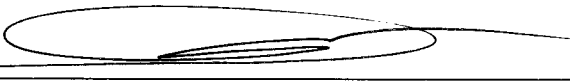
Staff will proceed with Council direction and return to Council for approval of the Professional Services Agreement (PSA) for design services and related budget amendment if needed.

ATTACHMENTS:

NONE

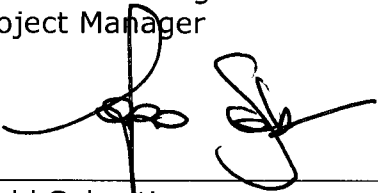
**CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
REVIEW AND PROVIDE DIRECTION ON CONCEPTUAL PLAN FOR CIP
PK 24-04 MOSSDALE LANDING COMMUNITY PARK IMPROVEMENTS**

APPROVALS



Leisser Mazariegos
Project Manager

10/7/2024
Date




Todd Sebastian
Parks and Recreation Director

10/8/2024
Date



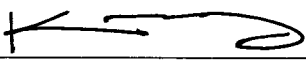
Brad Taylor
City Engineer

10/7/2024
Date




Cari James
Finance Director

10/8/2024
Date




Michael King
Assistant City Manager

10.7.2024
Date



Salvador Navarrete
City Attorney

10.8.2024
Date



Stephen Salvatore
City Manager

10.9.24
Date

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ITEM 5.6

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **REVIEW AND PROVIDE DIRECTION ON DESIGN CONCEPT OPTIONS FOR STONEBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, CREATE CIP PS 25-14 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Provide Direction on a Design Option for Stonebridge Community Sidewalk and Landscape Project, Create CIP PS 25-14 and Approve Budget Amendment**

SUMMARY:

At the September 9, 2024 City Council Meeting, Council directed staff to return to the following Council meeting with options for new landscaping and sidewalks within the Stonebridge Community. Staff is presenting the conceptual plans for the Stonebridge Community Sidewalk and Landscape Project (Project) with approximate associated costs to construct the improvements and requests that Council provide direction.

Staff also requests Council create Capital Improvement Project (CIP) PS 25-14 for the Project and approve a budget amendment to fund the design of the improvements.

BACKGROUND:

The Stonebridge Community was designed with sidewalks and landscaping to provide connectivity throughout the community. Over the past 30 years, the tree roots have lifted the sidewalk and created tripping hazardous throughout the community, which is now far beyond the maintenance capacity of our Streets Division. In addition, the overgrown roots and trees have managed to break irrigation, which has caused the landscaping to deteriorate.

Staff has received conceptual design options with alternative landscape plans for Council to review and provide direction. Two concepts are provided, one to remove and replace the sidewalk in the existing location and another to relocate the sidewalk to the street curb, both concepts include different landscaping options.

The idea behind moving the sidewalk closer to the road, although higher cost, is to eliminate two separated landscape areas and provide one landscape area behind the sidewalk. Also, moving the sidewalk would provide more separation between the trees and the sidewalk, which may prevent future root damage. However, this option

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REVIEW AND PROVIDE DIRECTION ON DESIGN CONCEPT OPTIONS FOR
STONEBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, CREATE
CIP PS 25-14 AND APPROVE BUDGET AMENDMENT

would increase the project scope as it includes relocation of irrigation, streetlights, and sidewalks and a potential need for a retaining wall.

Due to the high cost of either concept, staff suggest Council consider phasing this project into four different projects as follows:

- Phase 1: Harlan Road, Stonebridge Lane to Slate Street
- Phase 2: Slate Street from Harlan Road to Stonebridge Lane
- Phase 3: Opal Street from Slate Street to Stonebridge Lane
- Phase 4: Stonebridge Lane from Harlan Road to Slate Street.

Phasing the project would be less impact to the community and allow the City to budget for the project over several years. Exact phases would be determined at a later date.

REASON FOR RECOMMENDATION:

Staff is now returning to Council as requested to present design concept options. Tripping hazards, broken irrigations lines and dead landscaping throughout the Stonebridge Community has proven to be a costly maintenance issue and the options provided will improve aesthetics, safety and reduce maintenance cost.

FISCAL IMPACT:

Staff is requesting City Council to approve a budget for the Project by transferring \$100,000 from General Fund Sidewalk Repair Reserves (1010) to CIP Project Fund (3310) to advance the design of the improvements as follows:

<u>Decrease Sidewalk Repair Reserves</u>		
1010-251-03-01		\$100,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$100,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-14	\$100,000
<u>Increase Expenditure</u>		
3310-8000-420-8300	PS 25-14	\$100,000

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

**REVIEW AND PROVIDE DIRECTION ON DESIGN CONCEPT OPTIONS FOR
STONEBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, CREATE
CIP PS 25-14 AND APPROVE BUDGET AMENDMENT**

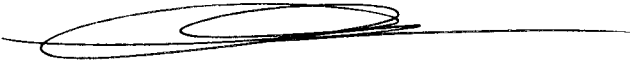
ATTACHMENTS:

- A. Resolution approving to Create CIP PS 25-14 for Stonebridge Community Sidewalk and Landscape Project and Approve Budget Amendment

OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

REVIEW AND PROVIDE DIRECTION ON DESIGN CONCEPT OPTIONS FOR STOCKBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, CREATE CIP PS 25-14 AND APPROVE BUDGET AMENDMENT

APPROVALS:



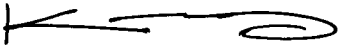
Leisser Mazariegos
Project Manager

10/8/2024
Date



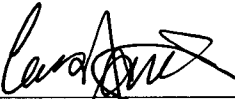
Brad Taylor
City Engineer

10/8/2024
Date



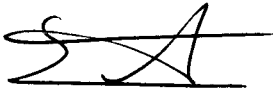
Michael King
Assistant City Manager

10.8.2024
Date




Cari James
Finance Director

10/9/2024
Date



Salvador Navarrete
City Attorney

10.8.2024
Date



Stephen J. Salvatore
City Manager

10.9.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP PS 25-14 FOR STONEBRIDGE COMMUNITY SIDEWALK AND LANDSCAPE PROJECT, AND APPROVE A BUDGET AMENDMENT

WHEREAS, staff is proposing to create Capital Improvement Project (CIP) PS 25-14 for Stonebridge Community Sidewalk and Landscape Project to repair sidewalk and landscaping throughout the Stonebridge Community; and

WHEREAS, staff is requesting that City Council approve a budget amendment for the design of the project and cover initial cost of conceptual design; and

WHEREAS, funds were not allocated in the approved fiscal year 24/25 budget, thus staff is requesting the approval of a budget transferring \$100,000 from the General Fund Sidewalk Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Sidewalk Repair Reserves</u>		
1010-251-03-01		\$100,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$100,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-14	\$100,000
<u>Increase Expenditure</u>		
3310-8000-420-8300	PS 25-14	\$100,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby creates CIP PS 25-14 for Stonebridge Community Sidewalk and Landscape Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget transfer of \$100,000 from the General Fund Sidewalk Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 14th day of October 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

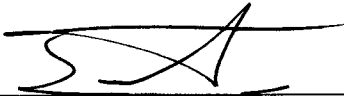
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ITEM 5.7

CITY MANAGER'S REPORT OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING

ITEM: REVIEW SURVEY RESULTS AND PROVIDE DIRECTION ON TRANSPORTATION FOR LATHROP HIGH SCHOOL

RECOMMENDATION: Council to Review Survey Results and Provide Direction on Transportation for Lathrop High School

SUMMARY:

Lathrop High School student transportation has been a reoccurring topic brought forth by residents and has been discussed during Council comments during the past. Staff developed a quick survey that could be shared with parents to assess the demand within the City. City staff then worked with Manteca Unified School District (MUSD) to push the survey out to parents of Lathrop High School students.

The survey was pushed out by MUSD through email and was also made available to the public via the City's social media profiles. The City received 97 responses to the survey and 93 expressed "Yes, my child would ride the bus if it was available".

Staff is presenting the results of the survey and is seeking Council direction on potential next steps.

BACKGROUND:

Lathrop High School student transportation has been a reoccurring topic brought forth by residents and has been discussed during Council comments during the past. Staff developed a quick survey that could be shared with parents to assess the demand within the City. City staff then worked with Manteca Unified School District (MUSD) to push the survey out to parents of Lathrop High School students.

The survey was titled "School Bus Ridership Survey for Lathrop High School" and was provided in both English and Spanish. The survey introduced the topic to the participant by explaining:

"The City of Lathrop is exploring ways to safely transport students who are not given the option of bus transportation to and from school. The City bussing option would provide transportation to students who reside within the City of Lathrop boundaries. This program would supplement the existing transportation services provided by Manteca Unified for high school students who reside beyond a 2.5-mile radius (distance measured in air miles) of Lathrop High School in accordance with the District's transportation board policy. Your response to this survey will assist in evaluating the potential demand and establishment of routes that would service students in the future. Please take a moment to complete the questionnaire regarding your child's transportation needs. Your participation is greatly appreciated."

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REVIEW SURVEY RESULTS AND PROVIDE DIRECTION ON TRANSPORTATION
FOR LATHROP HIGH SCHOOL

The survey was pushed out by MUSD through email and was also made available to the public via the City’s social media profiles. The City received 97 responses to the survey and 93 expressed “Yes, my child would ride the bus if it was available”. The results of the survey will be provided to MUSD staff to validate the responses received.

Staff also concurrently ran a Request for Proposal (RFP) for a transportation planning consultant that could aide staff in LHS student transit planning. The City received one response to the RFP and the responder identified an expedited timeline of three months to complete the first phase of that project. The cost proposal from the responder estimated the first phase task cost of \$46,720.

REASON FOR RECOMMENDATION:

Staff is presenting the results of the survey and is seeking Council direction on potential next steps.

FISCAL IMPACT:

The City currently does not operate a transit system. The fiscal impact will vary drastically based on the direction provided by Council. The City currently has received approximately \$1,800,000 in transit funds from SJCOG. The use of these funds is restricted to specific categories for transportation purposes. While the City has received this funding for transit purposes the use of these funds for this purpose has not been explored. If transit restricted funds were found to not be eligible for this purpose the City’s only unrestricted funding sources that could be available to use would be the General Fund or Measure C.

Staff will proceed with Council direction and return to Council for approval of any related budget amendment if needed.

ATTACHMENTS:

N/A

CITY MANAGER'S REPORT
OCTOBER 14, 2024, CITY COUNCIL REGULAR MEETING
REVIEW SURVEY RESULTS AND PROVIDE DIRECTION ON TRANSPORTATION
FOR LATHROP HIGH SCHOOL

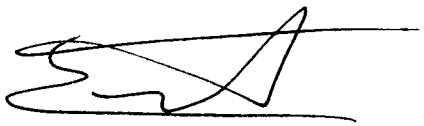
APPROVALS



Thomas Hedegard
Deputy City Manager

10/9/2024

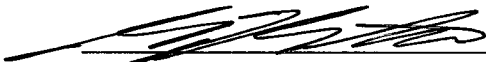
Date



Salvador Navarrete
City Attorney

10-9-2024

Date



Stephen Salvatore
City Manager

10.9.24

Date

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ITEM 5.8

CITY MANAGER'S REPORT OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING

ITEM: CITY COUNCIL DISCUSSION REGARDING BOAT PARKING ON RESIDENTIAL DRIVEWAYS ON A CASE-BY-CASE BASIS

RECOMMENDATION: City Council to Discuss and Provide Staff Direction Regarding Boat Parking On Residential Driveways On A Case-By-Case Basis

SUMMARY:

During the August 12, 2024 City Council Meeting, Mayor Dhaliwal requested staff bring back to City Council a discussion to address boat parking regulations on a case-by-case basis, providing flexibility for residents with unique property conditions or circumstances.

Tonight's requested action from Council is to provide direction to staff on the case-by-case criteria to avoid the use of selective enforcement.

BACKGROUND:

The current Lathrop Municipal Code, LMC 17.76.020, imposes general restrictions on boat parking within residential areas, typically requiring that boats be stored off-site or in specific areas on private property (e.g., behind fences or in garages). These regulations have been designed to preserve neighborhood aesthetics, ensure safety, and reduce visual clutter.

Current LMC:

17.76.020 Off-street parking facilities required.

A. Definition. A "parking space" shall be an area for the parking of a motor vehicle, plus those additional areas and facilities required to provide for safe access to and from the space. The area set aside to meet these provisions must be useable and accessible for the type of parking need that must be satisfied.

B. Special Limitations and Requirements in Residential Areas.

1. In any residential district, no recreation vehicle, including motor home, camping trailer, boat trailer, boat, pick-up camper, fifth wheel or dune buggy or utility trailer shall be stored or parked except within an enclosed side or rear yard or within a garage or carport; no semi-truck and trailer, semi-truck, trailer or other truck exceeding one ton of capacity shall be parked within any residential district.

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CITY COUNCIL DISCUSSION REGARDING BOAT PARKING ON RESIDENTIAL
DRIVEWAYS ON A CASE-BY-CASE BASIS

2. In any residential district, all motor vehicles incapable of movement under their own power, other than in cases of emergency accident or breakdown, shall be stored in an entirely enclosed space, garage or carport. No more than one such vehicle shall be so stored at any time, and no more than one such vehicle shall be

allowed to be under repair at any time. Parking on lawns or other areas in front yards, other than on a driveway, is prohibited

Our current procedure:

If a CSO is dispatched to the complaint of any type of trailer, RV, motorhome, semi-trailer being stored on the driveway the CSO will do as follows:

1. The CSO will attempt to make contact with the resident to let them know that they cannot store trailers/RVs in the driveway since it violates LMC 17.76.020 (B).
2. CSO will give 72 hours for the resident to relocate the trailer.
3. The CSO will follow up and if the trailer is still there, the property owner and resident will both be issued a Notice of Violation. They will be given 7 to 10 days to comply.
4. If not compliance, the resident and/or property owner will be issued a citation for violating LMC 17.76.020(B).
5. The resident/property owner will continue to be cited until compliance.

If we receive a complaint of an RV/trailer in the back yard, CSO will:

1. The CSO will inspect property to see if the RV is visible from the right of way. If they can see the RV, they will attempt to make contact with the owner and request to inspect the back yard. RV's can be stored in the yard but must be stored on an approved surface per LMC 10.25.040 Rear yard vehicle parking.
2. The CSO will provide a courtesy notice and follow up within 7 to 10 days.
3. If there is no compliance the resident/property owner will be then issued a Notice of Violation providing another 7 to 10 days to comply.
4. If still no compliance, the resident/property owner will be cited for violating LMC 10.25.040.
5. The resident/property owner will continue to be cited until compliance.

There are pros and cons to a case-by-case approach. The pros to a case-by-case approach are:

- Ability for the City to consider each property's unique characteristics and ensure that boat parking is managed in a way that protects neighborhood aesthetics while accommodating the needs of residents.
- Property Size and Layout: Larger lots or properties with sufficient setbacks may be able to accommodate boat parking without impacting neighbors.

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CITY COUNCIL DISCUSSION REGARDING BOAT PARKING ON RESIDENTIAL
DRIVEWAYS ON A CASE-BY-CASE BASIS

- Availability of Off-Site Storage: Some residents may not have reasonable access to alternative boat storage and this will provide option for storage on their property.

The issues and concerns that may arise from allowing a case-by-case approach include the following:

- Neighborhood Character and Aesthetics: The visual impact of boat parking can vary depending on the surrounding neighborhood. Boat parking is generally prohibited in the front yards by municipalities due to lack of maintenance and being unsightly.
- Safety Concerns: Boats parked in the driveway can obstruct sightlines, sidewalks, or emergency vehicle access.
- Enforcement: Enforcement becomes selective and this can be problematic as it becomes a subjective determination of what is considered well maintained.
- CC&R Conflict: There are neighborhoods within the City that have private CC&R's that restrict boat parking in the front yard.

RECOMMENDATION:

Staff recommends the following actions:

1. City Council to discuss and provide staff direction regarding boat parking on residential driveways on a case-by-case basis

FISCAL IMPACT:

No fiscal impact to the City of Lathrop.

ATTACHMENTS:

None.

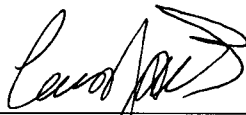
CITY MANAGER'S REPORT
OCTOBER 14, 2024 CITY COUNCIL REGULAR MEETING
CITY COUNCIL DISCUSSION REGARDING BOAT PARKING ON RESIDENTIAL
DRIVEWAYS ON A CASE-BY-CASE BASIS

APPROVALS:




Stephen Sealy
Chief of Police

10/10/2024
Date



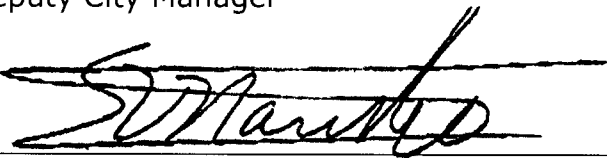
Cari James
Finance Director

10/10/2024
Date




Thomas Hedegard
Deputy City Manager

10/10/2024
Date



Salvador Navarrete
City Attorney

10/10/2024
Date



Stephen J. Salvatore
City Manager

10/10/2024
Date

ITEM: MAYOR DHALI WAL REFERRAL

RECOMMENDATION: Appoint One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, Plus Full Term of Four (4) Years, Ending December 31, 2028, Due to Unexpired Term Vacancy

SUMMARY:

San Joaquin County Mosquito and Vector Control District (the District) is an independent Special District formed pursuant to the California Health and Safety Code, Section 2000 et seq. An appointed Board of Trustees governs the District, with representatives from each incorporated City and the County at-large. The District assists with managing mosquito populations at levels that reduce the risk of virus transmissions to humans and horses in urban, suburban, and rural areas.

The City of Lathrop is authorized to appoint one (1) representative to the Board of Trustees. Such member appointed by the City serves a term of four (4) years, and each subsequent reappointment may be for a term of two or four years. Members are expected to participate in regular meetings, as well as sub committees, as part of their duties. Meetings of the District are held on the third Tuesday of each month if the regular meeting date falls on a legal holiday, the meeting will be held the following Tuesday.

During the July 12, 2021, Lathrop City Council appointed Ms. Hope Datoc as a Lathrop representative to serve on the San Joaquin County Mosquito & Vector Control District Board of Trustees, with a term ending December 31, 2024, due to an unexpired term vacancy. On July 10, 2024, the City was informed that Ms. Datoc stepped down as a Trustee representing the City of Lathrop.

An unscheduled term vacancy exists for a Trustee representing the City. Therefore, tonight's referral is requesting the Council to appoint one (1) member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with term ending December 31, 2024, due to the unexpired term vacancy, plus a full term of four (4) years, ending December 31, 2028.

One (1) application was received.

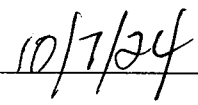
APPLICANT FOR CONSIDERATION:

1. Susan Zaca, application received 9/6/2024

SUBMITTED BY:



Teresa Vargas, City Clerk



Date



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: SJC Mosquito & Vector Control District

SEP 06 2024

Special Requirements:

CITY CLERK

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Susan Zaca

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) [Redacted] Telephone (work) [Redacted]

Telephone (cell) [Redacted] Telephone (other) [Redacted]

Email: [Redacted] Resident of the City of Lathrop: 4 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship [Redacted]

Employment/Volunteer Information:

Kaiser Permanente	2019-Current
<i>Organization</i>	<i>Date</i>
Oakland/ Work from home	Product Manager
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: Product Manager in their National Product Design and Management (headquarters). Responsible for the planning, development, and implementation of their national

River Islands, LLC.	June 2024 (2 year term)
<i>Organization</i>	<i>Date</i>
Lathrop, CA	Community Advisory Board
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: Provide feedback on future plans of River Islands.

Community Activities that you have been involved with (feel free to attach additional pages)

Afghan-American Community	Board Member	2017-2018
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
—	—	—
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: —

Educational Information:

University of California, Berkeley	Master	Business Administration	2023
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
University of California, Berkeley	Bachelor of Art	City Planning	2013
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Although I have lived in Lathrop for four years, I grew up in Manteca. Since returning to the Central Valley, I've been looking for opportunities to give back to the community that has given so much to me. After researching the SJC Mosquito & Vector Control District and familiarizing myself with its mission and goals, I believe I would be able to provide a unique perspective to an already accomplished board.

Please sign and date your application and submit to the Office of the City Clerk at the address below..



 Signature

9/6/24

 Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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