

DECEMBER 10, 2018 – 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
Mark Elliott, Vice Mayor
Paul Akinjo
Steve Dresser
Martha Salcedo

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Cari James, Finance & Administrative
Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks & Recreation
Director
James Hood, Police Chief
Michael King, Assistant Public Works
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 to be 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.



DECEMBER 10, 2018 – Regular Meeting Agenda – 7:00 p.m.

Addressing the Council

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

Citizen's Forum

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

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7220. To send an e-mail for the Mayor and all Councilmembers simultaneously, citycouncil@ci.lathrop.ca.us

This City Council Agenda may be accessed by computer at the following Worldwide Web Address: www.ci.lathrop.ca.us LIVE STREAMING - Now available, please visit the City Council Page or use the URL www.ci.lathrop.ca.us/council/

Information

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

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

Information about the City or items scheduled on the Agenda may be referred to:

Address: City Clerk
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330
Telephone: (209) 941-7230

Your interest in the conduct of your City's business is appreciated.

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 10, 2018
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be no Closed Session. The Regular Meeting will reconvene at 7:00 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 INVOCATION
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.6 INFORMATIONAL ITEM(S) - None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

- 2.1 CITY COUNCIL ELECTION AND REORGANIZATION
 - 2.1.1 DECLARATION AND CERTIFICATION OF THE NOVEMBER 6, 2018 ELECTION RESULTS
Adopt a Resolution Reciting the Fact of the General Municipal Election held on November 6, 2018, Declaring the Results and Such Other Matters as Provided by Law
 - 2.1.2 PRESENTATION TO / COMMENTS BY OUTGOING COUNCILMEMBERS
 - 1. Presentation from Assembly Member Heath Flora's Office (12th Assembly District)
 - 2. Presentation from San Joaquin Area Flood Control Agency
 - 3. Presentation from City of Lathrop
 - 2.1.3 PRESENTATION OF CERTIFICATE OF ELECTION AND OATH OF OFFICE TO NEWLY ELECTED OFFICIALS
 - 2.1.4 COMMENTS BY NEWLY ELECTED OFFICIALS

2.1.5 APPOINTMENT OF VICE MAYOR
Mayor to Appoint Vice Mayor for 2019

PLEASE NOTE: There will be a recess and reception following Item 2.1.5.

- 2.2 PRESENTATION – OVERVIEW OF THE LAW ENFORCEMENT AGAINST DRUGS “L.E.A.D” PROGRAM PROVIDED TO DETER YOUTH AND ADULTS FROM DRUG USE, DRUG RELATED CRIMES, BULLYING, AND VIOLENCE
- 2.3 MAYOR’S COMMITTEE REPORT(S)
- Parks & Recreation Update on Committee Events and Programs

3. CITIZEN’S FORUM

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under Citizen’s Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen’s Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen’s Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities.

(See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered to be 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 of Ordinances and Resolutions on Agenda Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Special Council Meeting of November 19, 2018
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 18-398 OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES)
- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 18-399 OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2018-2 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES)

- 4.5 PROPOSED FISCAL YEAR 2019/20 AND FISCAL YEAR 2020/21 BIENNIAL BUDGET CALENDAR
City Council to Consider and Approve the Proposed Fiscal Year 2019/20 and Fiscal Year 2020/21 Biennial Budget Calendar
- 4.6 ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION FOR MULHOLLAND DRIVE
Adopt Resolution Accepting an Irrevocable Offer of Dedication (IOD) for Mulholland Drive located at River Islands at Lathrop
- 4.7 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 44 LOTS IN TRACT 3991 VILLAGE "V" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3991 Village "V" within the Lakeside East District, Totaling 44 Single-Family Lots, Common Use Agreement with Island Reclamation District 2062 for Portions of Enslin Avenue and Subdivision Improvement Agreement with River Islands Development, LLC
- 4.8 REQUEST TO TERMINATE THE INTERIM LEVEE IMPACT FEE AND REPLACE IT WITH A REGIONAL LEVEE IMPACT FEE IN THE MOSSDALE TRACT BASIN AREA
Adopt Resolution Approving a Regional Levee Impact Fee Collection Agreement with SJAFCA and Cities of Lathrop, Manteca, Stockton and San Joaquin County in the Mossdale Tract Basin Area and Terminate the Lathrop Interim Levee Impact Fee
- 4.9 CREATE CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENT PROJECT, APPROVE RELATED BUDGET AMENDMENT, AND AUTHORIZE MEASURE K COOPERATIVE AGREEMENT FOR THE PROJECT
Adopt a Resolution Approving the Creation of CIP PS 19-05 Warren Avenue Sidewalk Improvement Project, Related Budget Amendment, Measure K Cooperative Agreement

5. SCHEDULED ITEMS

- 5.1 COUNCIL TO DISCUSS AND CONSIDER A NEW CLEAN ENERGY FINANCING PROGRAM FOR PRIVATE COMMERCIAL AND RESIDENTIAL IMPROVEMENTS FROM CMFA OPEN PACE PROGRAM
City Council to Receive Information Related to a New Clean Energy Financing Program, and Consider Adoption of:
- A. Proposed Resolution to Approve the California Municipal Finance Authority (CMFA) Joint Exercise of Powers Agreement and to Join the CMFA PACE Program
 - B. CMFA Exercise of Powers Agreement Relating to the California Municipal Finance Authority
 - C. Participation Agreement between the CMFA, Energy Efficiency Equity LLC, and the City of Lathrop
 - D. Participation Agreement between the CMFA, BlueFlame PACE Services LLC, and City of Lathrop

- E. Participation Agreement between the CMFA, OnPACE Energy Solutions LLC, and City of Lathrop
- F. Participation Agreement between the CMFA, PACE Equity LLC, and the City of Lathrop
- G. Participation Agreement between the CMFA, Samas Capital LLC, and City of Lathrop
- H. Participation Agreement between the CMFA, Structured Finance Associates LLC, and City of Lathrop
- I. Participation Agreement between the CMFA, Twain Community Partners II LLC, and the City of Lathrop

5.2 PUBLIC HEARING (PUBLIC NOTICE) TO CONSIDER A RESOLUTION TO VACATE A PORTION OF GLACIER STREET (FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C. AND AUTHORIZE THE CITY CLERK TO RECORD THE APPROPRIATE DOCUMENTS WITH THE COUNTY OF SAN JOAQUIN

City Council to Consider the Following:

- 1. Hold a Public Hearing; and
- 2. Adopt a Resolution to Vacate 9,789 Square Feet of Glacier Street (Formally Madruga Road) to South Lathrop Land, L.L.C.

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL: Set Application Deadline for Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2021, due to Unexpired Term Vacancy

6.2 MAYOR DHALI WAL REFERRAL: Set Application Deadline for Appointment of Two (2) Members to the Planning Commission with Term Expiring June 30, 2022, due to Unexpired Term Vacancies

6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC*
- *Council of Governments*
- *Integrated Waste Management Solid Waste Division*
- *Reclamation District 17 Joint Powers Authority*
- *San Joaquin Partnership Board of Directors*
- *San Joaquin County Commission on Aging*
- *San Joaquin Regional Rail Commission*
- *San Joaquin Valley Air Pollution Control District*
- *Water Advisory Board*
- *Tri Valley-San Joaquin Valley Regional Rail Authority*
- *San Joaquin Area Flood Control Agency*

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC, City Clerk

**ITEM: DECLARATION AND CERTIFICATION OF THE
NOVEMBER 6, 2018 ELECTION RESULTS**

**RECOMMENDATION: Adopt a Resolution Reciting the Fact of the General
Municipal Election held on November 6, 2018,
Declaring the Result and Such Other Matters as
Provided by Law**

BACKGROUND:

On June 11, 2018, the City Council adopted Resolution No. 18-4398 calling a General Municipal Election for the purpose of electing a Mayor for the full term of two (2) years beginning December 2018 and ending December 2020; two (2) Members of the City Council for the full term of four (4) years beginning December 2018 and ending December 2022; and one (1) Member of the City Council for the partial unexpired term of two (2) years beginning December 2018 and ending December 2020, on November 6, 2018.

The City Council also adopted Resolution No. 18-4399 requesting the San Joaquin County Registrar of Voters to conduct a Consolidated General Municipal Election on behalf of the City, along with the Statewide General Election to be held on the date pursuant to § 10403 of the Elections Code, November 6, 2018.

Section 4 of the attached Resolution declares Sonny Dhaliwal, Paul Akinjo, Diane Lazard, and Jennifer Torres-O'Callaghan as the candidates elected to office.

FISCAL IMPACT:

Funds were included in the FY 2018/19 Budget for the cost of the Election.

ATTACHMENTS:

- A. Resolution Reciting the Fact of the General Municipal Election held on November 6, 2018, Declaring the Result and Such Other Matters as Provided by Law
- B. Exhibit A: Certificate of Results of the City of Lathrop Municipal Election held on Tuesday, November 6, 2018, Provided by the San Joaquin County Registrar of Voters
- C. Exhibit B: City Clerk's Certification of Election Results

**CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
DECLARATION AND CERTIFICATION OF THE NOVEMBER 6, 2018
ELECTION RESULTS**

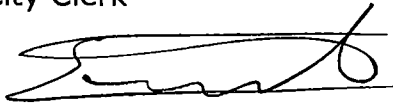
APPROVALS:



Teresa Vargas
City Clerk

12/10/18


Date



Salvador Navarrete
City Attorney

12-6-18

Date



Stephen J. Salvatore
City Manager

12.6.18

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Lathrop, California, on Tuesday, November 6, 2018, as required by law; and

WHEREAS, notice of election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the San Joaquin County Registrar of Voters Office canvassed the returns of the election and has certified the results to this City Council, the results were received on December 6, 2018, attached, and made a part hereof as "Exhibit A"; and

WHEREAS, the City Clerk as the City's Election Official, has certified the results of the election to the City Council, pursuant to Elections Code Section 10262, attached, and made a part hereof as "Exhibit B";

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, California, does hereby resolve, declare, determine, and order as follows:

Section 1. The number of register voters in the City of Lathrop was 9,810, and the whole number of votes (ballots) cast in the City was 5,042.

Section 2. That the names of persons voted for at the election for Mayor are as follows:

Sonny Dhaliwal

That the names of the persons voted for at the election for Member of the City Council (Full Term) are as follows:

Paul Akinjo
Diane Lazard
Minnie "Cotton" Diallo
Debbie Rock

That the name of the person voted for at the election for Member of the City Council (Unexpired Partial Term) is as follows:

Jennifer Torres-O'Callaghan
Steve Dresser

- Section 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in "Exhibit A" attached.
- Section 4. The City Council does declare and determine that Sonny Dhaliwal was elected as Mayor for the full term of two years; Paul Akinjo was elected as Member of the City Council for the full term of four years; Diane Lazard was elected as Member of the City Council for the full term of four years; and Jennifer Torres-O'Callaghan Dresser was elected as Member of the City Council for the unexpired partial term of two years.
- Section 5. The City Clerk shall enter on the records of the City Council of the City a statement of the result of the election, showing: (1) the whole number of votes (ballots) cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the total number of votes given to each person. Said information is set forth in this Resolution and the documentation attached hereto by reference.
- Section 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.
- Section 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 10th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

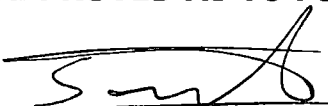
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**SAN JOAQUIN COUNTY REGISTRAR OF VOTERS
CERTIFICATION OF RESULTS OF THE
CITY OF LATHROP GENERAL ELECTION
HELD ON TUESDAY, NOVEMBER 6, 2018**

I, Melinda Dubroff, Registrar of Voters for the County of San Joaquin, State of California, do hereby certify that this office has completed the canvass of the City of Lathrop General Election, held on Tuesday, November 6, 2018 and that the following are the results of said election:

Lathrop Mayor

Number of Positions to be filled:	1	
Total Votes	4,923	100.00%
<i>Sonny Dhaliwal</i>	4,675	94.96%
Non-qualified Write-ins	248	5.04%

Lathrop City Council Member

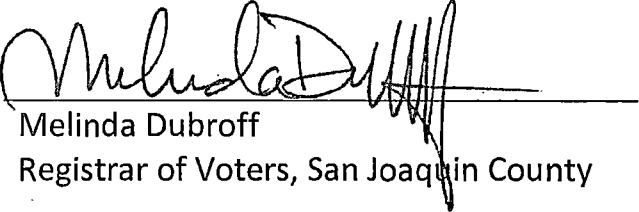
Number of Positions to be filled:	2	
Total Votes	8,015	100.00%
<i>Paul Akinjo</i>	2,529	31.55%
Debbie Rock	1,028	12.83%
<i>Diane Lazard</i>	2,330	29.07%
Minnie "Cotton" Diallo	2,094	26.13%
Non-qualified Write-ins	34	0.42%

Lathrop City Council Member (Short Term)

Number of Positions to be filled:	1	
Total Votes	5,042	100.00%
Steve Dresser	2,499	49.56%
<i>Jennifer Torres-O'Callaghan</i>	2,525	50.08%
Non-qualified Write-ins	18	0.36%

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of December, 2018.




Melinda Dubroff
Registrar of Voters, San Joaquin County

City Clerk's Certification of Election Results

I, Teresa Vargas, City Clerk of the City of Lathrop, State of California, as the Elections Official for the City of Lathrop, do hereby certify the results of the General Municipal Election held in the City on November 6, 2018, as set forth in the Registrar of Voters Certificate of Results as submitted and certified by the County of San Joaquin Registrar of Voters on the 6th day of December, 2018, for the Offices of the City of Lathrop Mayor and City Council. Furthermore, I certify that the number of votes given in the City to persons votes for, the respective offices for which the persons were candidates, were as follows:

Office of Mayor – Full Term 2 years (1 Seat)		
Candidate	Vote Count	Percentage
Total Votes	4,923	100.00 %
Sonny Dhaliwal	4,675	94.96%
Non-qualified Write-in Votes	248	5.04%
Members of the City Council – Full Term 4 years (2 Seats)		
Candidate	Vote Count	Percentage
Total Votes	8,015	100.00 %
Paul Akinjo	2,529	31.55%
Diane Lazard	2,330	29.07%
Minnie "Cotton" Diallo	2,094	26.13%
Debbie Rock	1,028	12.83%
Non-qualified Write-in Votes	34	0.42%
Member of the City Council – Partial Unexpired Term 2 years (1 Seat)		
Candidate	Vote Count	Percentage
Total Votes	5,042	100.00 %
Jennifer Torres-O'Callaghan	2,525	50.08%
Steve Dresser	2,499	49.56%
Non-qualified Write-in Votes	18	0.36%



 Teresa Vargas, CMC
 City Clerk

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**CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: APPOINTMENT OF VICE MAYOR

RECOMMENDATION: Mayor to Appoint Vice Mayor for 2019

BACKGROUND:

Chapter I, Section F of the City Council Handbook of Rules and Procedures provides: "The Vice Mayor shall be appointed by the Mayor for a one-year term at the first meeting in December. If, in any year in which an election for Mayor of Council takes place, and the first meeting in December occurs prior to the certification of election results, then action under this section shall be delayed to the next meeting of the City Council, either regular or special." Staff is requesting the appointment at this time.


FISCAL IMPACT:

None.

ATTACHMENTS:

None.

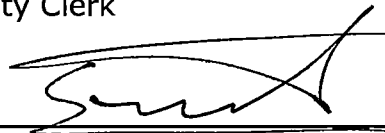
APPROVALS:



Teresa Vargas
City Clerk

12/6/18

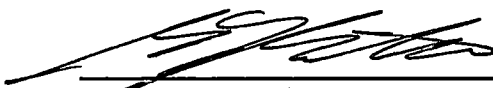
Date



Salvador Navarrete
City Attorney

12-6-18

Date



Stephen J. Salvatore
City Manager

12.6.18

Date

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**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
MONDAY, NOVEMBER 19, 2018
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session which commenced at 5:35 p.m. The Special Meeting reconvened at 7:05 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:35 p.m.

1.2 CLOSED SESSION

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

- 5 Potential Cases

1.2.2 CONFERENCE WITH LEGAL COUNSEL: Existing Litigation Pursuant to Government Code 54956.9(a)

- City of Lathrop vs. TCN Properties, L.P., et al., San Joaquin County Superior Court, Case No. STK-CV-UF-2017-0001082

1.2.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code 54957

- City Manager
- City Attorney

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:05 p.m.

1.2.4 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that the City Council met in Closed Session pursuant to Item 1.2 and provided staff with appropriate direction; no other reportable action was taken.

1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Elliott;
Councilmembers: Akinjo and Salcedo

Absent: Councilmember Dresser

1.4 INVOCATION – Mayor Dhaliwal led a moment of silence honoring victims of the California fires and Thousand Oaks Borderline Bar and Grill shooting.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Mayor Dhaliwal expressed his condolences related to the passing of Councilmember Dresser's younger brother.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS

2.1 PROCLAMATION – DECLARING NOVEMBER AS SIKH AWARENESS MONTH

Vice Mayor Elliott, on behalf of the City Council, presented the Proclamation to members of the Sikh community declaring November 2018 as Sikh Awareness Month. Daljit S. Goraya (Lathrop, CA) commented on the matter.

2.2 PROCLAMATION – DECLARING NOVEMBER AS HOMELESS YOUTH AWARENESS MONTH

Councilmember Salcedo on behalf of the City Council, presented the Proclamation to Lacey Agbulos (Women's Center-Youth & Family Services). Ms. Agbulos provided information on resources available.

2.3 PRESENTATION – OVERVIEW OF THE LAW ENFORCEMENT AGAINST DRUGS "L.E.A.D" PROGRAM PROVIDED TO DETER YOUTH AND ADULTS FROM DRUG USE, DRUG RELATED CRIMES, BULLYING, AND VIOLENCE

City Clerk Teresa Vargas announced that Item 2.3 was moved to the Regular Meeting of December 10, 2018.

2.4 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

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

- *Veteran's Day Celebration*

Reported event held on November 11, 2018 at Valverde Park

- *Breakfast with Santa*

Announced event scheduled for December 1, 2018, starting at 9:00 a.m. at the Lathrop Community Center

- *Christmas Tree Lighting Event*

Announced event scheduled for December 1, 2018, starting at 6:00 p.m. at the Lathrop Community Center

- *Christmas Parade*

Announced event scheduled for December 8, 2018, starting at 11:00 a.m. at the Lathrop Community Center

- *Holiday Light Contest*

Registration ends December 13, 2018, judging will take place the week of December 17, 2018

3. **CITIZEN'S FORUM**

Craig Weis (Lathrop, CA) commented on the Measure C presentation provided during the Council Meeting of October 8, 2018.

4. **CONSENT CALENDAR**

On a motion by Councilmember Salcedo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes:	Akinjo, Elliott, Salcedo, and Dhaliwal
Noes:	None
Absent:	Dresser
Abstain:	None

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

Waived the reading of ordinances and resolutions on agenda unless otherwise requested by the Mayor or a Councilmember.

4.2 **APPROVAL OF MINUTES**

Approved Minutes for the Regular Council Meeting of October 8, 2018.

4.3 **TREASURER'S REPORT SEPTEMBER 2018**

Approved Quarterly Treasurer's Investment Report for September 2018.

4.4 **DELINQUENT UTILITY TURN OFFS**

Crais Weis (Lathrop, CA) expressed concern with the reconnection fees applied to terminated accounts due to non-payment; requested information related to the City's use of fees collected on delinquent accounts. Finance Director Cari James provided the information.

Adopted **Resolution 18-4472** suspending service disconnections for delinquent accounts scheduled on December 12, 2018.

4.5 **FUNDING FOR A MAINTENANCE WORKER I/II IN THE PUBLIC WORKS DEPARTMENT**

Adopted **Resolution 18-4473** to approve funding for a Maintenance Worker I/II position.

4.6 CHRISTMAS PARADE TEMPORARY STREET CLOSURE

Adopted **Resolution 18-4474** approving temporary street closures for the Lathrop Christmas Parade on December 8, 2018.

4.7 ACCEPT IMPROVEMENTS FOR THE 5TH STREET SIDEWALK IMPROVEMENTS CIP PS 15-19

Adopted **Resolution 18-4475** accepting improvements from McFadden Construction, Inc. and Sinclair General Engineering Construction, Inc. for the 5th Street Sidewalk Improvement Project CIP PS 15-19 and authorizing the filing of a Notice of Completion.

4.8 ACCEPT IMPROVEMENTS FOR MOSSDALE TRAIL LIGHTING CIP PK 18-10 FROM T&S INTERMODAL MAINTENANCE, INC.

Adopted **Resolution 18-4476** accepting improvements from T&S Intermodal Maintenance, Inc. for CIP PK 18-10 Mossdale Trail Lighting, authorizing the filing of a Notice of Completion, and the release of contract retention.

4.9 RESOLUTION OF INTENTION TO VACATE A PORTION OF MADRUGA ROAD TO SOUTH LATHROP LAND, L.L.C.

Adopted **Resolution 18-4477** approving the City's intention to vacate 9,789 square feet of Madruga Road to South Lathrop Land, L.L.C.

4.10 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 89 LOTS IN TRACT 3999 VILLAGE "BB" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 18-4478** approving final map for Tract 3999 Village "BB" within the Lakeside East District, totaling 89 single-family lots and a Subdivision Improvement Agreement with River Islands Development, LLC, and Irrevocable Offer of Dedication for portions of Garden Farms Avenue, Bosch Avenue, and Oberlin Avenue.

4.11 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 103 LOTS IN TRACT 4001 VILLAGE "AA" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 18-4479** approving final map for Tract 4001 Village "AA" within the Lakeside East District, totaling 103 single-family lots, Common Use Agreement with Island Reclamation District 2062 for a portion of Riverfront Drive, Subdivision Improvement Agreement with River Islands Development, LLC, and Irrevocable Offer of Dedication for Riverfront Drive and Bosch Avenue.

4.12 COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2017/18

Received FY 17-18 accountability report for bonded and non-bonded Community Facilities Districts.

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER PROPOSED COMMUNITY FACILITIES DISTRICTS NOS. 2018-1 AND 2018-2 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

City Attorney Salvador Navarrete provided the presentation. Mayor Dhaliwal opened the public hearing for the proceedings of two districts, Community Facilities District No. 2018-1 & 2018-2 (Central Lathrop Specific Plan Facilities). City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Item 5.1 submitted by Martin Harris, Terra Land Group, LLC; and confirmed distribution to the City Council and copies for the public. City Attorney Salvador Navarrete announced that Bond Counsel Dave Fama, Jones Hall, was present and available for questions. A question and answer period ensued amongst the Council. City Attorney Salvador Navarrete provided the information. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a Public Hearing (for CFD 2018-1 & CFD 2018-2); and
2. Adopted **Resolution No. 18-4480** Forming a Community Facilities District and Five Improvement Areas and Levying a Special Tax to Refinance the Cost of Certain Public Facilities in and for Such District (for CFD 2018-1).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

3. Adopted **Resolution No. 18-4481** Determining Necessity to Incur Bonded Indebtedness for a Community Facilities District and Five Improvement Areas Therein (for CFD 2018-1).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

4. Adopted **Resolution No. 18-4482** Calling Special Election for a Community Facilities District and Five Improvement Areas Therein (for CFD 2018-1).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

5. Adopted **Resolution No. 18-4483** Forming a Community Facilities District and Levying a Special Tax to Refinance the Cost of Certain Public Facilities in and for Such District (for CFD 2018-2).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

6. Adopted **Resolution No. 18-4484** Determining Necessity to Incur Bonded Indebtedness for a Community Facilities District (for CFD 2018-2).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

7. Adopted **Resolution No. 18-4485** Calling Special Election for a Community Facilities District (for CFD 2018-2)

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

City Clerk Teresa Vargas opened the ballots and announced the results of the election:

For CFD 2018-1 Improvement Area 1: 100% of the votes were "yes", which included a total of 94 votes;

For CFD 2018-1 Improvement Area 2: 100% of the votes were "yes", which included a total of 62 votes;

For CFD 2018-1 Improvement Area 3: 100% of the votes were "yes", which included a total of 115 votes;

For CFD 2018-1 Improvement Area 4: 100% of the votes were "yes", which included a total of 98 votes;

For CFD 2018-1 Improvement Area 5: 100% of the votes were "yes", which included a total of 134 votes; and

For CFD 2018-2: 100% of the votes were "yes", which included a total of 503 votes.

Mayor Dhaliwal announced that the results of the elections being unanimously in favor of the levy of the special taxes in both Districts, the establishment of the appropriations limits and the incurring of bonded indebtedness for each District. The Council then proceeded with the final actions for the Districts.

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

8. Adopted **Resolution No. 18-4486** Declaring Results of Special Elections for a Community Facilities District and Directing Recording of Notice of Special Tax Lien (for CFD 2018-1)

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

9. Adopted **Resolution No. 18-4487** Declaring Results of Special Elections for a Community Facilities District and Directing Recording of Notice of Special Tax Lien (for CFD 2018-2)

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

Mayor Dhaliwal opened the public hearing for the introduction and first reading of an ordinance related to the levying special taxes within City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities). There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Vice Mayor Elliott, seconded by Mayor Dhaliwal, the City Council:

10. Held a Public Hearing; and
11. Introduced and held first reading of an Ordinance of the City Council of the City of Lathrop Levying Special Taxes Within City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

Mayor Dhaliwal opened the public hearing for the introduction and first reading of an ordinance related to the levying special taxes within City of Lathrop Community Facilities District No. 2018-2 (Central Lathrop Specific Plan Facilities). There were no speakers. Mayor Dhaliwal closed the public hearing.

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

12. Held a Public Hearing; and
13. Introduced and held first reading of an Ordinance of the City Council of the City of Lathrop Levying Special Taxes Within City of Lathrop Community Facilities District No. 2018-2 (Central Lathrop Specific Plan Facilities)

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

The City Council considered and took the following actions to authorize the issuance of bonds:

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

14. Adopted **Resolution No. 18-4488** Authorizing the Issuance of Special Tax Bonds for and on Behalf of Each Improvement Area of a Community Facilities District, Approving and Directing Execution of Indentures, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions (for CFD 2018-1).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

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

15. Adopted **Resolution No. 18-4489** Authorizing the Issuance of Special Tax Bonds for and on Behalf of a Community Facilities District, Approving and Directing the Execution of an Indenture, Approving the Sale of Such Bonds, and Approving Other Related Documents and Actions (for CFD 2018-2).

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER UNMET TRANSIT NEEDS FOR FY 19-20

Assistant Public Works Director Michael King introduced Assistant Regional Planner Michelle Prince (San Joaquin Council of Governments). Mr. King provided the presentation. A question and answer period ensued. Mayor Dhaliwal opened the public hearing. Christine Mendes (Manteca, CA) and Debra Williams (Manteca, CA) withdrew their request to speak on the matter. City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Item 5.2 submitted by Martin Harris, Terra Land Group, LLC; and confirmed distribution to the City Council and copies for the public. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Salcedo, seconded by Mayor Dhaliwal, the City Council held a public hearing to receive public testimony regarding unmet transit needs within the City of Lathrop (Transportation Development Act requirements for transit funds). No other action taken.

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL: Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2019, due to Unexpired Term Vacancy

- One (1) Application Received

Mayor Dhaliwal made the following appointment:

Senior Advisory Commission
Robert Long

Term Expires
June 30, 2019

On a motion by Councilmember Akinjo, seconded by Councilmember Salcedo, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

- 6.2 MAYOR DHALIWAL REFERRAL: Appointment of One (1) Member to the Planning Commission with Term Expiring June 30, 2019, due to Unexpired Term Vacancy
- Six (6) Applications Received

Mayor Dhaliwal made the following appointment:

Planning Commission

Ash Ramilay

Term Expires

June 30, 2019

Ray Mendes (Manteca, CA) requested clarification on the selection process. Mayor Dhaliwal provided the information. Debra Williams (Manteca, CA) expressed support for consideration of applicant Christine Mendes.

On a motion by Councilmember Akinjo, seconded by Councilmember Salcedo, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Elliott, Salcedo, and Dhaliwal
Noes: None
Absent: Dresser
Abstain: None

- 6.3 COUNCILMEMBER DRESSER REFERRAL: Traffic Calming Measures for the Lathrop Acres Area

Mayor Dhaliwal moved Item 6.3 to the next regular meeting due to Councilmember Dresser's absence.

- 6.4 COUNCILMEMBER DRESSER REFERRAL: Review of Recreational Vehicle and Boat Parking Regulations, and Potential Revisions to Ordinance Language

Mayor Dhaliwal moved Item 6.4 to the next regular meeting due to Councilmember Dresser's absence.

- 6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – None

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on the success of the Veteran's Day celebration event; expressed sympathy for the California fire victims. Councilmember Salcedo echoed Councilmember Akinjo's comments and wished everyone a Happy Thanksgiving. Vice Mayor Elliott commented on the success of the Veteran's Day celebration event; thanked Deputy Dominguez for his role as keynote speaker and the volunteers that assisted with the event; thanked volunteers and first responders involved in the California fire rescue missions. Mayor Dhaliwal also echoed similar sentiments; expressed sympathy for the California fire victims and the loss of Councilmember Dresser's younger brother.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:19 p.m.


Teresa Vargas, CMC
City Clerk

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ORDINANCE NO. 18-398**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES)**

WHEREAS, on August 13, 2018, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the City Council (the "Council") of the City of Lathrop (the "City") adopted a resolution entitled "Resolution of Intention to Form a Community Facilities District and Five Improvement Areas Therein and to Levy a Special Tax in the District to Finance Public Facilities" (the "Resolution of Intention"), stating its intention to form (i) "City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) (the "CFD"), (ii) "Improvement Area No. 1 of the City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)" ("Improvement Area 1"), (iii) "Improvement Area No. 2 of the City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)" ("Improvement Area 2"), (iv) "Improvement Area No. 3 of the City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)" ("Improvement Area 3"), (v) "Improvement Area No. 4 of the City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)" ("Improvement Area 4"), and (vi) "Improvement Area No. 5 of the City of Lathrop Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities)" ("Improvement Area 5" and together, the "Improvement Areas");

WHEREAS, notice was published as required by the Act relative to the intention of the Council to form the CFD and Improvement Areas, to provide for certain public facilities and to incur bonded indebtedness for the CFD and Improvement Areas;

WHEREAS, the Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and Improvement Areas and the rate and method of apportionment of the special tax to be levied within each Improvement Area to finance a portion of the costs of the public facilities and (ii) the issuance of bonded indebtedness and other debt for each Improvement Area;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and Improvement Areas and the levy of said special taxes were heard, substantial evidence was presented and considered by the Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, the Council adopted its Resolution No. 18-4480 entitled "Resolution to Form a Community Facilities District and Five Improvement Areas and to Levy a Special Tax to Finance the Acquisition and Construction of Certain Public Facilities in and for Such District" (the "Resolution of Formation"), its Resolution Determining the Necessity to Incur Bonded Indebtedness

for a Community Facilities District and Five Improvement Areas Therein" (the "Resolution Determining Necessity") and its Resolution Calling Special Election for a Community Facilities District and Five Improvement Areas Therein" (the "Election Resolution"), which resolutions defined the public facilities to be financed by the CFD (the "Facilities"), established the CFD and each Improvement Area, authorized the levy of a special tax within each Improvement Area, determined the necessity to incur bonded indebtedness in each Improvement Area and called an election within each Improvement Area on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within each Improvement Area, respectively; and

WHEREAS, on November 19, 2018 a special election was held with respect to each Improvement Area at which the eligible landowner-electors of each Improvement Area approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP, as follows:

Section 1. By the passage of this Ordinance the Council hereby authorizes and levies special taxes within Improvement Area 1, Improvement Area 2, Improvement Area 3, Improvement Area 4, and Improvement Area 5 pursuant to the Act. With respect to each Improvement Area, the City shall levy the special taxes at the rate and in accordance with the formula (for each Improvement Area, the respective "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein. The special taxes are hereby authorized to be levied commencing in fiscal year 2018-19 and in each fiscal year thereafter for the period provided in applicable Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity, and all costs of administering the CFD.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within each Improvement Area in the manner and as provided in the Resolution of Formation.

Section 3. Except as provided in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within each Improvement Area in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds issued by the City for each Improvement Area (the "Bonds"), the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that special taxes may be directly billed by the City and/or the Council may provide for other appropriate methods of collection by resolutions of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. If the special taxes are to be collected in the same manner as ordinary ad valorem taxes are collected, the Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the special tax, or take such other appropriate action, so that the special tax shall be included on the secured property tax roll of the County of San Joaquin for fiscal year 2018-19 and for each fiscal year thereafter until the Bonds are paid in full or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within an Improvement Area, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within such Improvement Area shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

THIS ORDINANCE was regularly introduced at a special meeting of the City Council of the City of Lathrop on the 19th day of November 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 10th day of December 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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ORDINANCE NO. 18-399

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2018-2 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES)

WHEREAS, on August 13, 2018, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the City Council (the "Council") of the City of Lathrop (the "City") adopted a resolution entitled "Resolution of Intention to Form a Community Facilities District Therein and to Levy a Special Tax in the District to Finance the Acquisition and Construction of Certain Public Facilities Public Facilities" (the "Resolution of Intention"), stating its intention to form (i) "City of Lathrop Community Facilities District No. 2018-2 (Central Lathrop Specific Plan Facilities) (the "CFD");

WHEREAS, notice was published as required by the Act relative to the intention of the Council to form the CFD, to provide for certain public facilities and to incur bonded indebtedness for the CFD;

WHEREAS, the Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the public facilities and (ii) the issuance of bonded indebtedness and other debt for the CFD;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by the Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, the Council adopted its Resolution No. 18-4483 entitled "Resolution to Form a Community Facilities District and to Levy a Special Tax to Refinance the Cost of Certain Public Facilities in and for Such District" (the "Resolution of Formation"), its Resolution Determining the Necessity to Incur Bonded Indebtedness for a Community Facilities District" (the "Resolution Determining Necessity") and its Resolution Calling Special Election for a Community Facilities District" (the "Election Resolution"), which resolutions defined the public facilities to be financed by the CFD (the "Facilities"), established the CFD, authorized the levy of a special tax within the CFD, determined the necessity to incur bonded indebtedness for the CFD, and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD; and

WHEREAS, on November 19, 2018 a special election was held with respect to the CFD at which the eligible landowner-electors of the CFD approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP, as follows:

Section 1. By the passage of this Ordinance the Council hereby authorizes and levies special taxes within the CFD pursuant to the Act. The City shall levy the special taxes at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein. The special taxes are hereby authorized to be levied commencing in fiscal year 2018-29 and in each fiscal year thereafter for the period provided in applicable Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity, and all costs of administering the CFD.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD in the manner and as provided in the Resolution of Formation.

Section 3. Except as provided in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds issued by the City for the CFD (the "Bonds"), the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that special taxes may be directly billed by the City and/or the Council may provide for other appropriate methods of collection by resolutions of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized bill and collect the special tax until the Bonds are paid in full or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

THIS ORDINANCE was regularly introduced at a special meeting of the City Council of the City of Lathrop on the 19th day of November 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 10th day of December 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING****ITEM: PROPOSED FISCAL YEAR 2019/20 AND FISCAL
YEAR 2020/21 BIENNIAL BUDGET CALENDAR****RECOMMENDATION: City Council to Consider and Approve the Proposed
Fiscal Year 2019/20 and Fiscal Year 2020/21
Biennial Budget Calendar**

SUMMARY:

The City of Lathrop Biennial Budget outlines the City's spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. There are several key dates leading to the budget ad option that require input from the City Council and City Commissions. Coordination is needed to make sure processes move forward as planned, prevent confusion and misinformation, and ensure appropriate stakeholders are involved. With that in mind, Staff proposes the following key dates:

- April 4, 2019 – Parks and Recreation Commission reviews Parks Budgets
- April 8, 2019 – Council sets a Public hearing for Maintenance Districts
- April 24, 2019 – Planning Commission reviews CIP's for conformity with General Plan
- May 13, 2019 – Council holds a public hearing on the Maintenance Districts
- May 13, 2019 – Council reviews and prioritizes Capital Improvement Projects (CIP's)
- June 17 thru 19, 2019 – Council holds budget meetings to review and adopt Proposed Fiscal Year 2019/20 and Fiscal Year 2020/21 Biennial Budget

Staff request that City Council consider approval of the Biennial Budget Calendar (Attachment A) outlining key dates to guide the development of the City's Fiscal Year 2019/20 and Fiscal Year 2020/21 Budget.

BACKGROUND:

Every other year, the City Council is required to adopt a biennial budget and accompanying documents before the July 1 start of the new fiscal year. The City of Lathrop Biennial Budget outlines the City's spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. The City's budget is developed in conjunction with the Council, Stakeholders, City Manager, and all City departments. The budget is then reviewed and approved by City Council. The result is a budget that reflects the community's highest priorities.

Preparation of the budget is coordinated by the Finance Department in collaboration with each City department. The budget process, which typically spans about six months, begins in January in order to ensure a budget is in place by July 1st. As recommended by the National Advisory Council on State and Local Budgeting

CITY MANAGER’S REPORT **Page 2**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
PROPOSED FISCAL YEAR 2019/20 AND FISCAL YEAR 2020/21 BIENNIAL
BUDGET CALENDAR

(NACSLB), the City develops a budget calendar with key dates, budget tasks, and events to prevent misinformation and to ensure stakeholder participation.

The proposed Fiscal Year 2019/20 and Fiscal Year 2020/21 Biennial Budget Calendar is provided in Attachment A. Some of the major budget activities are summarized on the timetable below.

BUDGET ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN
Finance provides guidelines and training	→					
Finance prepares target budget info and personnel costs to departments	→	→				
Department’s prepare and submit revenue projections		→	→	→		
Department’s prepare and submit expenses (Including Measure C expenses)			→	→		
Citizen input at public meetings			→	→	→	
City Manager reviews Department requests				→	→	
City Manager & Departments present proposed biennial budget to Council at public meeting						→
City Council adopts Biennial Budget						→

REASON FOR RECOMMENDATION:

Staff recommends approval of the attached Biennial Budget Calendar to ensure all departments and stakeholders are embracing key budget tasks, events, and decisions. This allows everyone to have an opportunity to plan and participate in the budget development process. Additionally, a calendar will facilitate the preparation and approval of a budget before the start of the new fiscal year beginning July 1, 2019.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

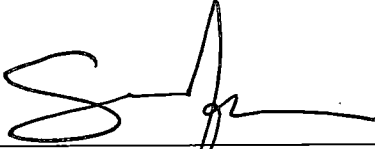
This item promotes Team Work by enhancing collaboration between the public, Council and City Staff to develop a quality product such as the City’s Budget document.

ATTACHMENTS:

- A.** Proposed Fiscal Year 2019/20 and Fiscal Year 2020/21 Biennial Budget Calendar

CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
PROPOSED FISCAL YEAR 2019/20 AND FISCAL YEAR 2020/21 BIENNIAL
BUDGET CALENDAR

APPROVALS:



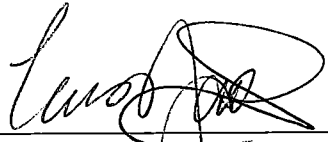
Sandra Frias
Budget Manager

12/3/18
Date

Vanessa L. Portillo

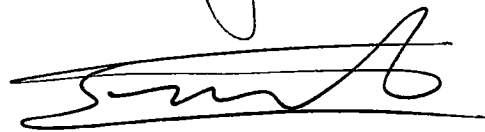
Vanessa Portillo
Deputy Finance Director

12.03.18
Date



Cari James
Finance Director

12-4-18
Date



Salvador Navarrete
City Attorney

12-4-18
Date





Stephen Salvatore
City Manager

12.4.18
Date

City of Lathrop
Fiscal Year 2019/20 and Fiscal Year 2020/21
Biennial Budget Calendar

January 2019							February 2019							March 2019							April 2019						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
		1	2	3	4	5						1	2						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
													31														

 City Council Meeting
 Holiday

Date	Action
December 2018	Finance Office is responsible for providing departments with information necessary to prepare their budget request.
January 23, 2019	Measure C Community Oversight Committee Meeting.
February 2019	Departments prepare and submit maintenance district budgets.
February 11, 2019	Finance presents Mid-Year Budget Amendments for FY 2018/19 for City Council consideration.
April 2019	Notice of Public Hearing (May 13, 2019) sent to all property owners within district boundaries.
April 4, 2019	Parks and Recreation Commission review Recreation's budget requests.
April 8, 2019	City Council receives preliminary engineer reports for maintenance districts, adopts resolution of intent to levy, and sets the date of the Public Hearing (May 13, 2019)
April 2019	Finance reviews departments budget requests and prepares a Draft Preliminary Biennial Budget for the City Manager's review. (Including Measure C Expenses)
April 17, 2019	City Clerk publishes the 1st Notice of Public Hearing for District Budgets.
April 23, 2019 and April 25, 2019	City Manager meets with departments and reviews budget request.
April 24, 2019	Planning Commission reviews proposed Capital Improvement Projects for conformity to the General Plan.

City of Lathrop
Fiscal Year 2019/20 and Fiscal Year 2020/21
Biennial Budget Calendar

April 2019							May 2019							June 2019							July 2019						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31				
													30														

City Council Meeting
 Holiday

Date	Responsible Party	Action
May 1, 2019		City Clerk publishes the 2nd Notice of Public Hearing for District Budgets.
May 13, 2019		City Council holds a Public Hearing - Ordering the Levy and Collection of Assessments.
May 13, 2019		City Council reviews and prioritizes proposed Capital Improvement Projects.
May 2019		Finance prepared and prints the Fiscal Year 2019/20 and Fiscal Year 2020/21 Preliminary Biennial Budget.
June 2019		Fiscal Year 2019/20 and Fiscal Year 2020/21 Preliminary Biennial Budget delivered to City Council and made available to the public.
June 17, 2019 thru June 19, 2019		Budget Meetings: City Council reviews and Adopts Final Biennial Budget for FY 2019/20 and FY 2020/21.
August 2019		Finance prepares and prints Adopted Biennial Budget.
September 2019		Fiscal Year 2018/19 Year-End Report with potential amendments to Biennial Budget Year-1
March 2020		Fiscal Year 2019/20 Mid-Year Report with potential amendments to Biennial Budget Year-2

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ITEM 4.6

CITY MANAGER'S REPORT DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING

ITEM: ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION FOR MULHOLLAND DRIVE

RECOMMENDATION: Adopt Resolution Accepting an Irrevocable Offer of Dedication (IOD) for Mulholland Drive located at River Islands at Lathrop

SUMMARY:

On November 19, 2018, the City Council approved a final map Tract 4001, Village "AA". The approving resolution neglected to reference acceptances of an Irrevocable Offer of Dedication (IOD) for Mulholland Drive. It did, however, reference Bosch Avenue, thus allowing only partial access and inadvertently included Riverfront Drive. An IOD for Riverfront is not required since it was dedicated on the final map.

To provide for secondary access to Village "AA," acceptance of the attached Irrevocable Offer of Dedication (IOD) for Mulholland Drive is necessary. The IOD will provide proper secondary access to Village "AA". A vicinity map is included as Attachment B.


Therefore, staff recommends Council accept the attached (Attachment B) IOD for Mulholland Drive located at River Islands at Lathrop.

ATTACHMENTS:

- A. Resolution Accepting an Irrevocable Offer of Dedication (IOD) for Mulholland Drive located at River Islands at Lathrop
- B. Irrevocable Offer of Dedication (IOD) for Mulholland Drive vicinity map
- C. Irrevocable Offer of Dedication (IOD) for Mulholland Drive

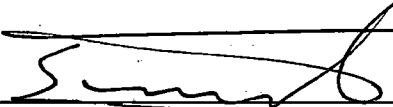
**CITY MANAGER'S REPORT
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF AN IRREVOCABLE OFFER OF DEDICATION FOR
MULHOLLAND DRIVE**

APPROVALS




Glenn Gebhardt
City Engineer

12/5/18
Date



Salvador Navarrete
City Attorney

12-4-18
Date



Stephen J. Salvatore
City Manager

12-5-18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION (IOD) FOR
MULHOLLAND DRIVE LOCATED AT RIVER ISLANDS AT LATHROP**

WHEREAS, on November 19, 2018, the City Council approved a Final Map for Tract 4001 Village "AA" within the Lakeside East District, Totaling 103 Single-Family Lots, Common Use Agreement with Island Reclamation District 2062 for a Portion of Riverfront Drive, Subdivision Improvement Agreement with River Islands Development, LLC, and Irrevocable Offer of Dedication for Riverfront Drive and Bosch Avenue; and

WHEREAS, the approving resolution neglected to reference acceptance of an Irrevocable Offer of Dedication (IOD) for Mulholland Drive; and

WHEREAS, it did, however, reference Bosch Avenue, thus allowing only partial access and inadvertently included Riverfront Drive; and

WHEREAS, an IOD for Riverfront is not required since it was dedicated on the final map; and

WHEREAS, to provide for secondary access to Village "AA," acceptance of an Irrevocable Offer of Dedication (IOD) for Mulholland Drive is necessary.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop authorized the City Clerk to accept an Irrevocable Offer of Dedication for Mulholland Drive in substantially the form as attached to the December 10, 2018 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of December 10, 2018, by the following vote:

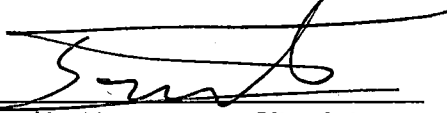
AYES:
NOES:
ABSTAIN:
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

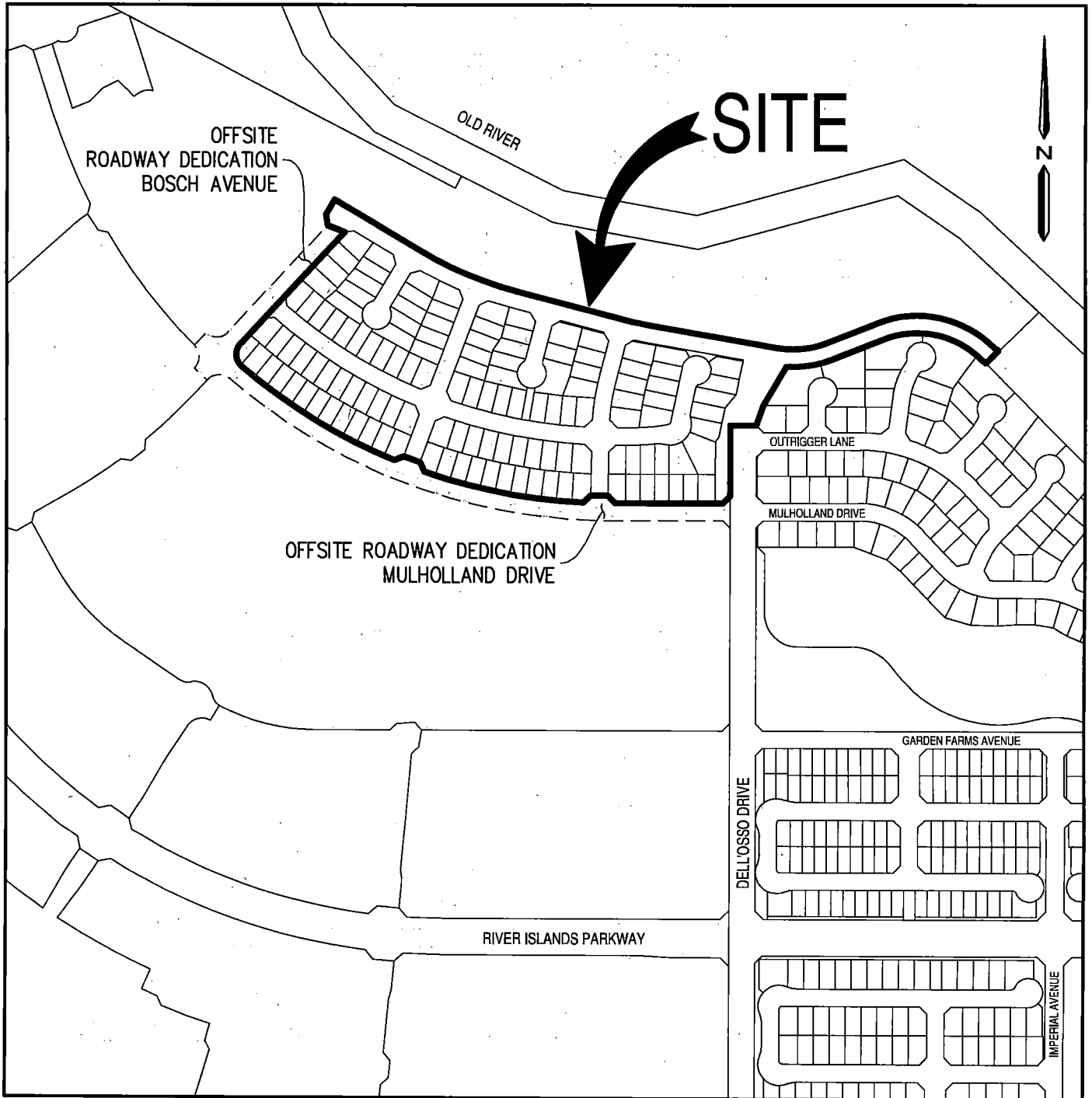
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

TRACT 4001 RIVER ISLANDS - STAGE 2A VILLAGE AA



VICINITY MAP
NOT TO SCALE

*Recording Requested by and
Please Return to:*

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 4001 – OFFSITE ROADWAY DEDICATION – MULHOLLAND DRIVE &
BOSCH AVENUE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this _____ day of _____, 2018

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

(Notary Acknowledgment Required for Each Signatory)

This is to certify that the interest in real property offered herein to the City of Lathrop is hereby acknowledged by the undersigned, City Clerk, on behalf of the City of Lathrop City Council to authority conferred by the Lathrop Municipal Code and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer

TERESA VARGAS, CITY CLERK

By: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
(MULHOLLAND DRIVE & BOSCH AVENUE)

(See Attached)

EXHIBIT A
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
TRACT 4001 - VILLAGE AA
OFFSITE ROADWAY DEDICATION- MULHOLLAND DRIVE AND BOSCH AVENUE
RIVER ISLANDS
LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 2, 14 AND 17, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (ROADWAY EASEMENT):

BEGINNING AT THE NORTHEASTERN CORNER OF SAID PARCEL 2, AT THE NORTHEASTERLY TERMINUS OF COURSE L208, LABELED AS "NORTH 45°00'00" EAST 35.36 FEET", AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 3908;

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL 2, AS SHOWN ON SAID MAP, THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 45°00'00" WEST 35.36 FEET,
- 2) WEST 373.50 FEET,
- 3) NORTH 44°30'23" WEST 35.66 FEET,
- 4) NORTH 88°53'58" WEST 60.00 FEET,
- 5) SOUTH 46°47'50" WEST 35.85 FEET,
- 6) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,970.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 02°36'27" EAST, THROUGH A CENTRAL ANGLE OF 16°24'40", AN ARC DISTANCE OF 564.26 FEET,
- 7) NORTH 25°10'17" WEST 35.85 FEET,
- 8) NORTH 69°21'40" WEST 60.00 FEET,
- 9) SOUTH 66°26'57" WEST 35.85 FEET, AND
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,970.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°15'34" EAST, THROUGH A CENTRAL ANGLE OF 18°12'03", AN ARC DISTANCE OF 625.80 FEET;

THENCE, LEAVING SAID NORTHERN LINE, ALONG THE MOST WESTERN LINE OF PARCEL 14, AS SHOWN ON SAID MAP, ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 52.00 FEET, THROUGH A CENTRAL ANGLE OF 92°27'01", AN ARC DISTANCE OF 83.91 FEET;

THENCE, ALONG THE SOUTHEASTERN LINE OF PARCEL 17, AS SHOWN ON SHEET 16 OF SAID MAP, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 42°54'38" EAST 533.82 FEET, AND
- 2) NORTH 68°38'37" WEST 64.51 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 42°54'38" WEST 510.12 FEET TO A POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL 17, SAID POINT BEING THE NORTHWESTERN TERMINUS OF COURSE L188, LABELED AS "NORTH 47°05'22" WEST 60.00 FEET", AS SHOWN ON SHEET 16 OF SAID MAP;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 17, AS SHOWN ON SAID MAP,
THE FOLLOWING TWO (2) COURSES:

- 1) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 52.00 FEET,
THROUGH A CENTRAL ANGLE OF 92°27'01", AN ARC DISTANCE OF 83.91 FEET,
AND
- 2) SOUTH 44°10'58" WEST 60.01 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE OF PARCEL 17, ALONG A NON-TANGENT CURVE
TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, FROM WHICH THE CENTER OF SAID CURVE
BEARS SOUTH 45°19'34" WEST, THROUGH A CENTRAL ANGLE OF 87°35'04", AN ARC DISTANCE
OF 88.66 FEET;

THENCE, SOUTH 47°05'22" EAST 60.00 FEET TO A POINT ON THE NORTHWESTERN LINE OF
SAID PARCEL 2, AT THE NORTHEASTERN TERMINUS OF COURSE L190, LABELED AS "NORTH
42°54'38" EAST 60.62 FEET", AS SHOWN ON SHEET 17 OF SAID MAP;

THENCE, ALONG THE NORTHERN LINE OF SAID PARCEL 2, ALONG A NON-TANGENT CURVE TO
THE RIGHT, HAVING A RADIUS OF 58.00 FEET, FROM WHICH THE CENTER OF SAID CURVE
BEARS SOUTH 47°05'22" EAST, THROUGH A CENTRAL ANGLE OF 87°35'04", AN ARC DISTANCE
OF 88.66 FEET;

THENCE, LEAVING SAID NORTHERN LINE, ALONG A REVERSE CURVE TO THE LEFT, HAVING A
RADIUS OF 2,030.00 FEET, THROUGH A CENTRAL ANGLE OF 40°29'42", AN ARC DISTANCE OF
1434.75 FEET;

THENCE, EAST 395.00 FEET;

THENCE, SOUTH 45°00'00" EAST 35.36 FEET TO A POINT ON THE EASTERN LINE OF SAID
PARCEL 2;

THENCE, ALONG SAID EASTERN LINE OF PARCEL 2, NORTH 110.00 FEET TO SAID POINT OF
BEGINNING.

CONTAINING 3.80 ACRES, MORE OR LESS.

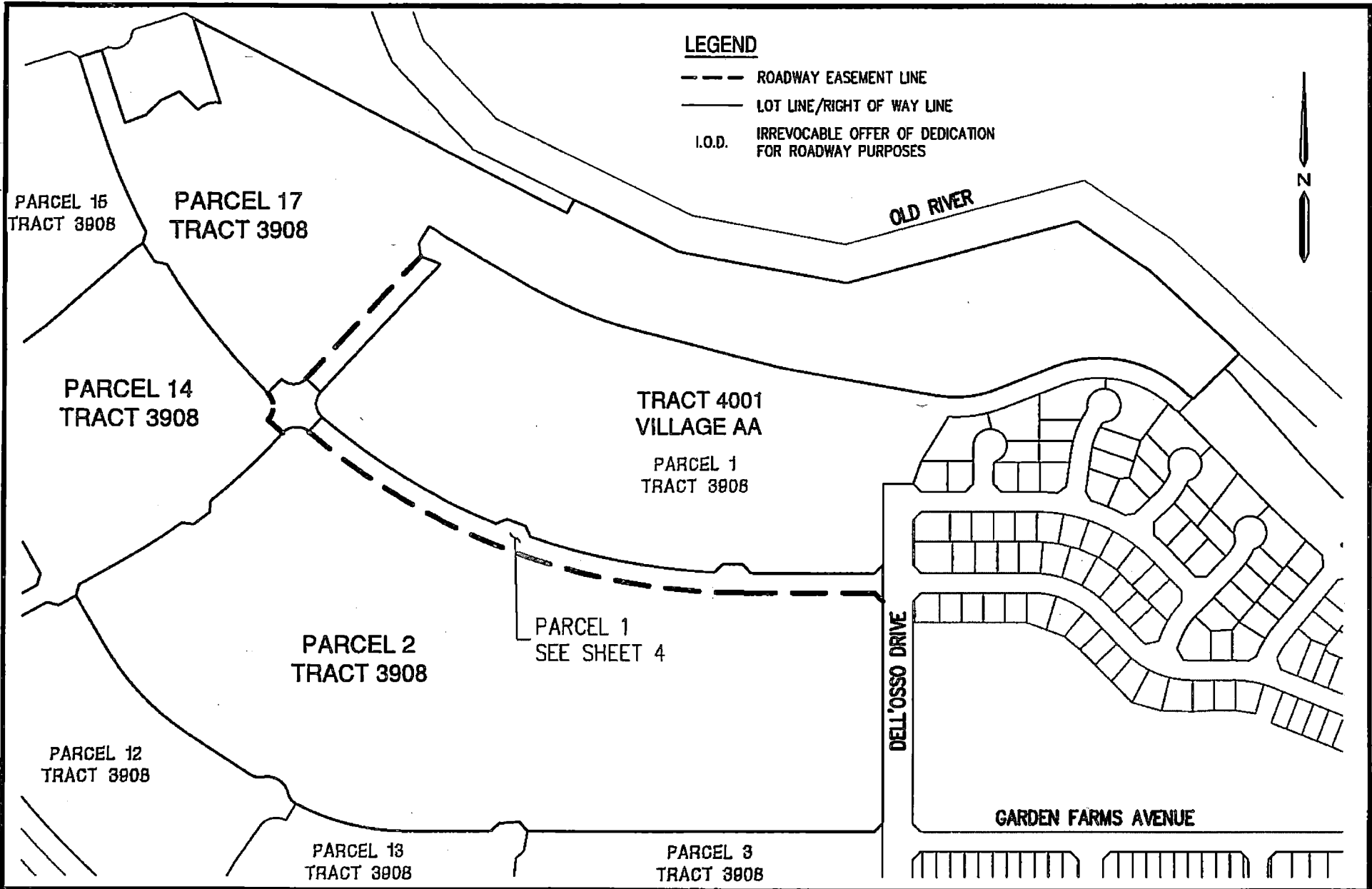
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge
PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

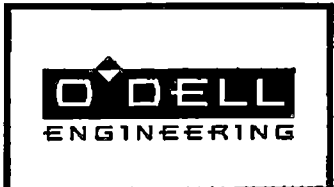
11/9/18
DATE



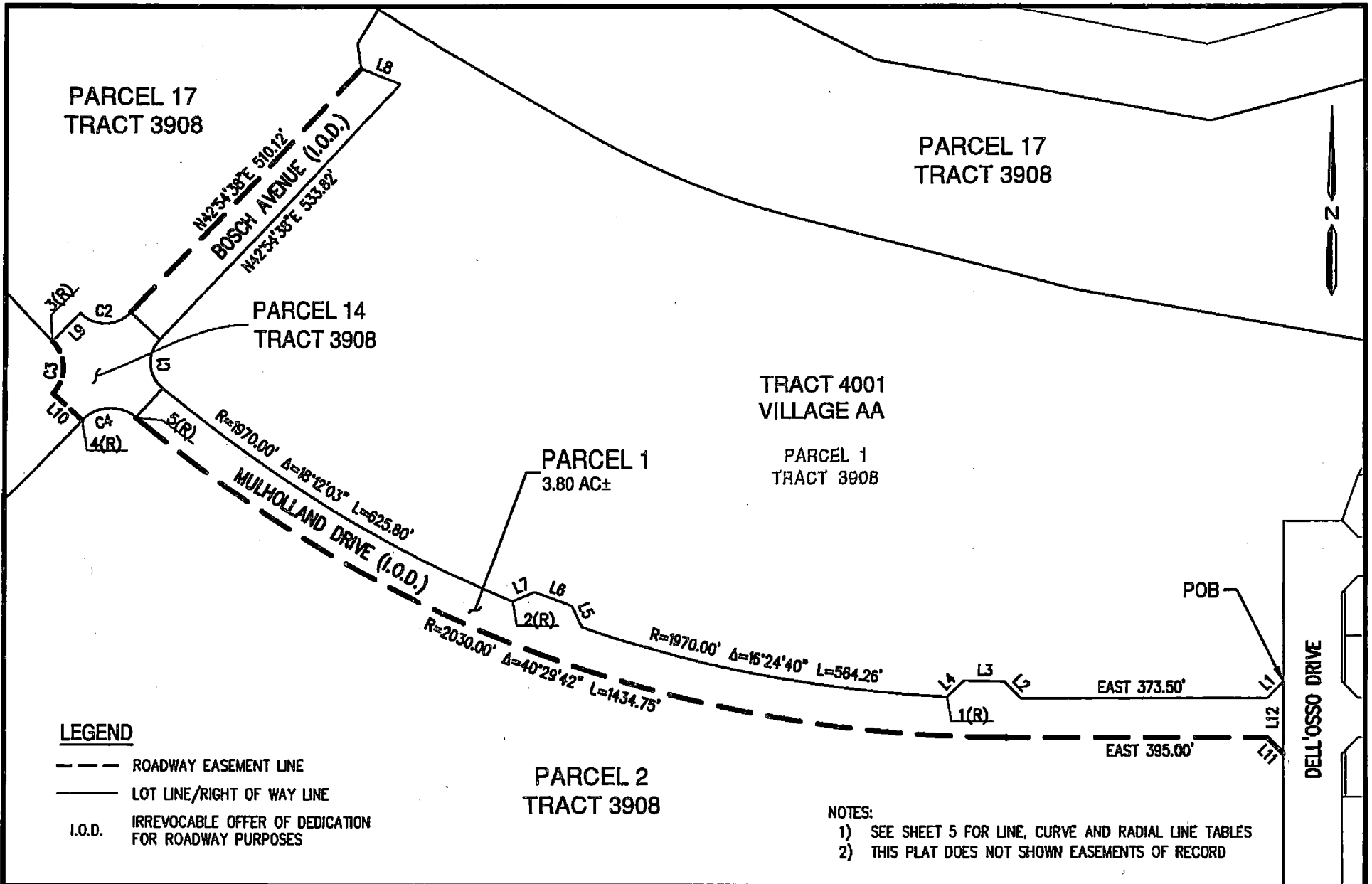


SCALE: 1" = 400'
 DRAWN BY: BK
 FILE:
 DATE: 10/1/2018 SHEET: 3 OF 5

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE AA
 TRACT 4001- OFFSITE ROADWAY EASEMENT
 IRREVOCABLE OFFER OF DEDICATION - MULHOLLAND DRIVE AND BOSCH AVENUE
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

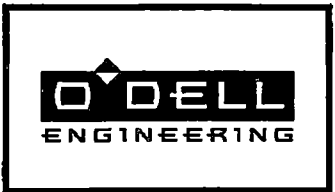


F:\25502-RIVER ISLANDS\DWG\FINAL MAPS\TRACT 4001- VILLAGE AA\PLAT\RIVER ISLANDS-STAGE 2A-VILLAGE AA-FM 4001-ICD.DWG



SCALE: 1" = 200'	
DRAWN BY: BK	
FILE:	
DATE: 10/1/2018	SHEET: 4 OF 5

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE AA
TRACT 4001- OFFSITE ROADWAY EASEMENT
IRREVOCABLE OFFER OF DEDICATION - MULHOLLAND DRIVE AND BOSCH AVENUE
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°00'00"E	35.35'
L2	N44°30'23"W	35.66'
L3	N88°53'58"W	60.00'
L4	N46°47'50"E	35.85'
L5	N25°10'17"W	35.85'
L6	N69°21'40"W	60.00'

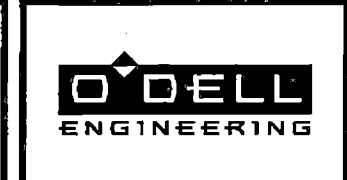
LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	N66°26'57"E	35.85'
L8	N68°38'37"W	64.51'
L9	N44°10'58"E	60.01'
L10	N47°05'22"W	60.00'
L11	N45°00'00"W	35.36'
L12	NORTH	110.00'

RADIAL BEARINGS	
LINE #	DIRECTION
1(R)	N02°36'27"E
2(R)	N22°15'34"E
3(R)	N45°19'34"E
4(R)	N47°05'22"W
5(R)	N40°29'42"E

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	52.00'	92°27'01"	83.91'
C2	52.00'	92°27'01"	83.91'
C3	58.00'	87°35'04"	88.66'
C4	58.00'	87°35'04"	88.66'

SCALE: 1" = 200'	
DRAWN BY: BK	
FILE:	
DATE: 10/1/2018	SHEET: 5 OF 5

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE AA
TRACT 4001- OFFSITE ROADWAY EASEMENT
IRREVOCABLE OFFER OF DEDICATION - MULHOLLAND DRIVE AND BOSCH AVENUE
CITY OF LATHROP **SAN JOAQUIN COUNTY** **CALIFORNIA**



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ITEM 4.7

CITY MANAGER'S REPORT DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 44 LOTS IN TRACT 3991 VILLAGE "V" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3991 Village "V" within the Lakeside East District, Totaling 44 Single-Family Lots, Common Use Agreement with Island Reclamation District 2062 for Portions of Enslin Avenue and Subdivision Improvement Agreement with River Islands Development, LLC

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1.

This proposed Final Map Tract 3991 for Van Daele Homes (Builder) will be the first tract map within the Village "V" area. Builder is proposing forty-four (44) 65' x 100' single-family lots. A vicinity map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3991 Village "V" within the Lakeside East District, totaling 44 single-family lots, Common Use Agreement with Island Reclamation District 2062 for portions of Enslin Avenue and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3991 as proposed by River Islands Development, LLC (RID), as the subdivider, complies with the most current conditions of approval.

The land for Tract 3991 is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

CITY MANAGER'S REPORT **Page 2**
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3991 VILLAGE "V" TOTALING 44 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at RID's request.

On July 9, 2018, the City Council approved Tract 3908, a large lot final map consistent with conditions of approval for VTM 3694. This large lot final map creates large "blocks" of land that are consistent with future proposed small lot final maps associated with the Lakeside East planning District. This provides RID the ability to process small lot final maps in an orderly fashion where one small map does not depend on another. The approval of Tract 3908 also required the posting of security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary which provides the primary access from the existing River Islands development to Village U and the rest of the Stage 2A sub-planning area.

On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1. While the NDP contains conceptual guidance on parks within Lakeside East, a Master Parks Plan amendment that includes revisions to parks and open space to the Stage 2A area is pending Planning Commission action.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3991 requires that security (bonds, cash or equivalent) are posted to guarantee unfinished infrastructure within Village "V". As a result, a performance bond in the amount of \$1,599,953 has been posted as well as a labor and materials bond in the amount of \$799,977 has also been posted for performance bonds as security for all unfinished improvements within Village "V".

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3991 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3991 as it has to all previous final maps in River Islands with no additional security for off-site improvements. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

As with all new development within Phase 1 of River Islands, the villages within Stage 2A are required to be annexed to the three different Community Facilities Districts (CFD's) for maintenance purposes in accordance with the Third Amendment to the River Islands Development Agreement.

CITY MANAGER'S REPORT **Page 3**
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3991 VILLAGE "V" TOTALING 44 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA) respectively., and the annexations for Villages U, V, T, AA, BB and Y recorded on November 2, 2018. The applicant has signed the appropriate documentation to commit to the annexations.

There is also a need for a Common Use Agreement (CUA) between City and Reclamation District No. 2062 (RD 2062), since a portion of Enslin Avenue shares an area with the easements recorded in favor of RD 2062 for the Stage 2A levee system. The CUA (included as Attachment E) addresses the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City's street and other utilities that are located in Enslin Avenue.

Finally, before Final Map Tract 3991 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all fees required in the Sierra Club Agreement are paid.

REASON FOR RECOMMENDATION:

The applicant has completed the most of the street and utility improvements within Village "V" with some minor improvements left remaining. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the improvements are completed and accepted by Council. RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3991.

Following is a summary of documents and fees related to this subdivision:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3991	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3991	Completed
5. Street Improvement, Landscape Plans	Completed
6. Street Light, Joint Trench Plans	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

CITY MANAGER'S REPORT **Page 4**
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3991 VILLAGE "V" TOTALING 44 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

9.	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
10.	Allocation of Water and Sewer capacity	Completed
11.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
12.	Submitted Certificate of Insurance, Tax Letter	Completed
13.	Submitted Preliminary Guarantee of Title	Completed
14.	Lathrop Community Facilities District (CFD's)	Annexed with FM 3989 on October 10, 2018
15.	Escrow Instructions	Completed
16.	Common Use Agreement between City and Islands RD 2062 for improvements on Enslin Avenue	Approval Pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve this Tract 3991 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

CITY MANAGER'S REPORT **Page 5**
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3991 VILLAGE "V" TOTALING 44 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

BUDGET IMPACT:

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 3991 Village "V" within the Lakeside East District, Totaling 44 Single-Family Lots, Common Use Agreement with Island Reclamation District 2062 for Portions of Enslin Avenue and Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "V" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3991, Village "V"
- D. Escrow Instructions for Final Map Tract 3991 Village "V"


CITY MANAGER'S REPORT
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3991 VILLAGE "V" TOTALING 44 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

APPROVALS



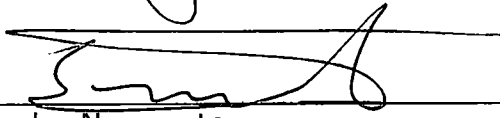
Glenn Gebhardt
City Engineer

11/26/18
Date




Cari James
Finance Director

11/29/18
Date



Salvador Navarrete
City Attorney

11-28-18
Date



Stephen J. Salvatore
City Manager

12.4.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING FINAL MAP FOR TRACT 3991 VILLAGE "V" WITHIN THE
LAKESIDE EAST DISTRICT, TOTALING 44 SINGLE-FAMILY LOTS, COMMON
USE AGREEMENT WITH ISLAND RECLAMATION DISTRICT 2062 FOR
PORTIONS OF ENSLEN AVENUE AND SUBDIVISION IMPROVEMENT
AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

WHEREAS, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval final maps within Stage 2A; and

WHEREAS, Tract 3991, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 44 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of Tract 3991, the Stewart Tract Design Review Committee recommended approval of Tract 3991 on August 24, 2018; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3991, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and RID, and provision of security by RID for unfinished and deferred improvements, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, a Subdivision Improvement Agreement has been signed by RID and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure the RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements necessary for access to Village V and Tract 3991 were guaranteed with performance and labor and materials bonds posted by RID; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3991 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 3991 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, RID will satisfy the escrow requirements prior to recordation of the Final Map for Tract 3991; and

WHEREAS, a Common Use Agreement (CUA) is necessary between the City and Island Reclamation District 2062 (RD 2062) for improvements owned and operated by RD 2062 that transverse City right of way of Enslin Avenue, dedicated with the Final Map for Tract 3991; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop approves the following actions:

1. That the Final Map for Tract 3991 Villages "V" is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. That the City Manager, or their designee, is authorized to execute Common Use Agreement with Island Reclamation District 2062 in Stage 2A area for Portions of Enslin Avenue and Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the December 10, 2018 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of December, 2018, by the following vote:

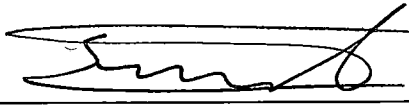
AYES:
NOES:
ABSTAIN:
ABSENT:

Sonny Dhaliwal, Mayor

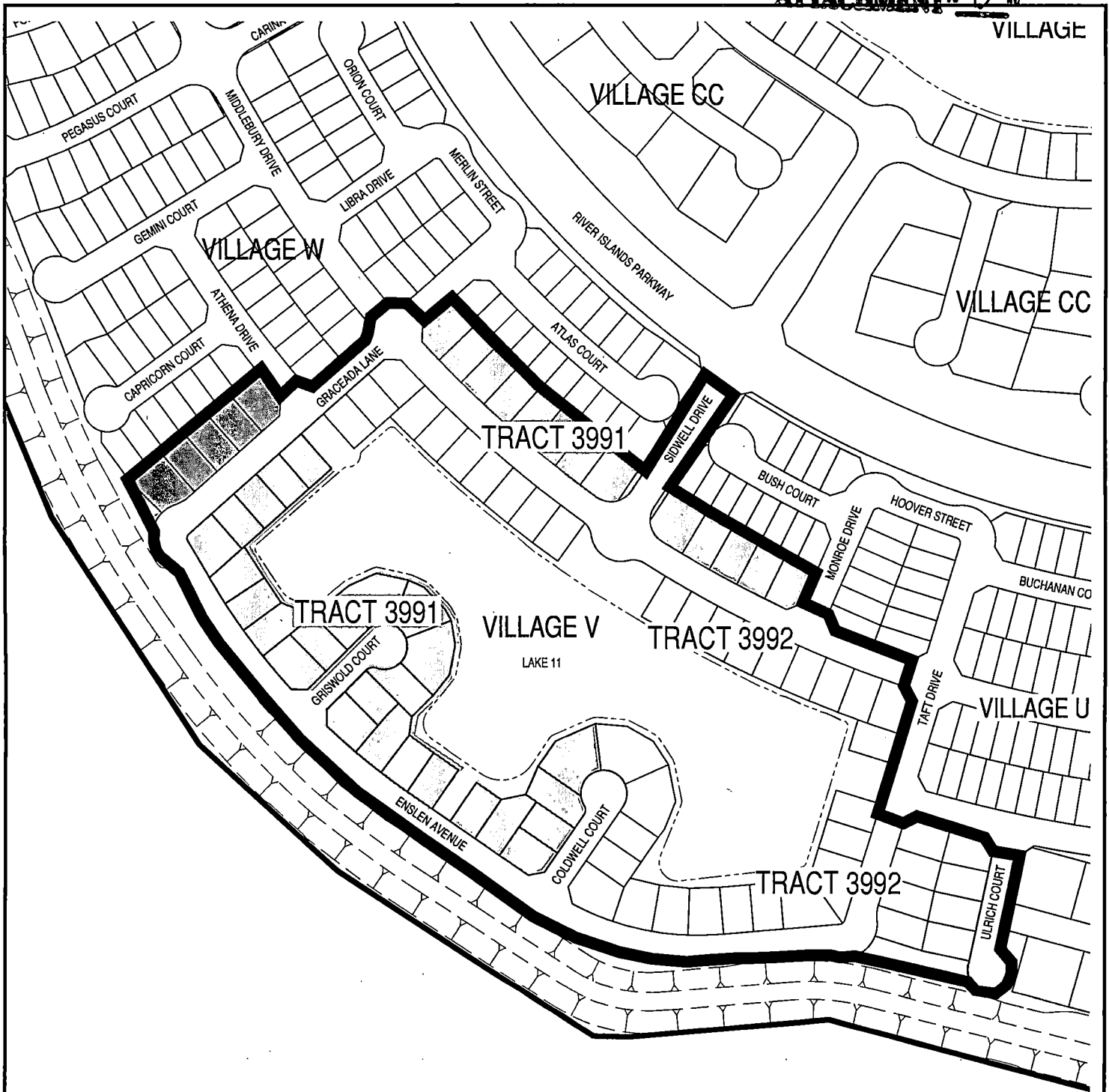
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT B
VILLAGE V
VICINITY MAP
SEPTEMBER 2018

SUBDIVISION IMPROVEMENT AGREEMENT

BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS (LAKESIDE EAST DISTRICT) - TRACT 3991, VILLAGE "V"

RIVER ISLANDS DEVELOPMENT, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

RECITALS

A. This Agreement is made and entered into this 10th day of December, 2018, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY"), and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit G) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map which includes the Village "V" area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Exhibit H) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3991. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 3991 and Tract 3992 (Village "V") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$1,599,950 (including 20% contingency) and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 3991 (Village "V") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3991 and Tract 3992 and as noted in Recital D security shall be required for the unfinished portion of these improvements along with other required infrastructure associated with Tract 3991 and Village "V" overall. Improvement plans and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, street light, and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3991 and Tract 3992 are required security as outlined in this Agreement.

F. Since Village "V" contains a public street that includes improvements of Island Reclamation District 2062 ("RD 2062"), including levee improvements, a Common Use Agreement ("CUA") between CITY and RD 2062 is required to delineate the rights and obligations of these agencies regarding CITY's public street and RD 2062's improvements. The CUA is included and incorporated into this Agreement as Exhibit I.

NOW THEREFORE, in consideration of CITY's pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER's construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules, and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of the CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to December 1, 2019.
3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$175,892, equal to 10% of the estimated cost of the Improvements for the Village "V" entire area (\$1,758,917) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3991 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit "D" are now open to the public, and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily, or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace, or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3991 and Tract 3992 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$1,333,294 \times 120\% = \$1,599,953$ —performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$1,599,953 \times 50\% = \$799,977$), also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither CITY nor any of its officers, employees, or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER's agents, contractors, or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither CITY nor any of its officers, employees, or agents shall be liable to SUBDIVIDER or to any person, entity, or organization for any injury or damage that may result to any person or

property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit, or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER's performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants, or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied, or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors, or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. 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, all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts (CFDs) to finance maintenance and improvements. CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.
18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assignees of SUBDIVIDER; and any heirs, successors, executors, administrators, and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.
19. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state, and federal laws whether or not said laws are expressly stated in this Agreement.
20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3991 and Tract 3992.
21. The following miscellaneous provisions are applicable to this Agreement:
 - a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
 - b. Definitions. The definitions and terms are as defined in this Agreement.
 - c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.
 - d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
 - e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
 - f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 3991
- EXHIBIT B TRACT 3991 AND VILLAGE "V" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
- EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE
- EXHIBIT F: VILLAGE "V" IMPROVEMENTS ENGINEER'S ESTIMATE
- EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT H: RIPFA LETTER OF GUARANTEE - RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT I: COMMON USE AGREEMENT FOR ENSLEN AVENUE

—

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of December, 2018, at Lathrop, California.

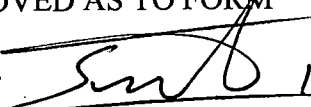
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  12-5-18
Salvador Navarrete Date
City Attorney

River Islands Development, LLC,
a California limited liability company

BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3991

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V", CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIFTEEN (15) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS SIDEWALK DRIVE, TAFT DRIVE, MIDDLEBURY DRIVE, GRACEFADA LANE, GRISWOLD COURT, COLDWELL COURT, AND ENSLER AVENUE, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, STORM DRAIN FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "STORM DRAIN EASEMENT".

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS B, C, D, AND E, FOR PARK PURPOSES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS G AND H FOR LANDSCAPE OPEN SPACE PURPOSES, INCLUDING 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 ABUTTERS RIGHT OF ACCESS TO LOTS 1, 13, 14, 23, 27, 35 AND 41, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // // // // AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL A FOR LAKE PURPOSES, AS SHOWN ON THIS FINAL MAP. SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP. SAID PARCEL WILL BE SUBJECT TO A SLOPE EASEMENT AND SHARED DOCK ACCESS FOR THE BENEFIT OF THE ADJACENT LAKE FRONT LOTS, TO BE CONVEYED BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE THE NON-EXCLUSIVE "LAKE FILL PIPELINE EASEMENT" AND THE "LAKE CIRCULATION PIPELINE EASEMENTS", TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, THE LAKE FILL PIPELINE AND LAKE CIRCULATION PIPELINE AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "LAKE FILL PIPELINE EASEMENT" AND "LAKE CIRCULATION PIPELINE EASEMENT". THESE EASEMENTS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL F FOR LANDSCAPING AND DRAINAGE PURPOSES AS SHOWN ON THIS FINAL MAP. SAID PARCEL IS NOT DEDICATED HEREON BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP. SAID PARCEL MAY BE SUBJECT TO A SLOPE ACCESS EASEMENT FOR THE BENEFIT OF ADJACENT LOT 18, TO BE CONVEYED BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____
 NAME: SUSAN OELL'OSSO
 ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 201__.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
 NAME: _____
 ITS: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 201__.

MARK MEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
 CITY OF LATHROP

**TRACT 3991
 RIVER ISLANDS - STAGE 2A
 VILLAGE V**

A PORTION OF RANCHO EL ESCADERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 NOVEMBER 2018



ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
 COUNTY OF SAN JOAQUIN }

ON _____, 201__ BEFORE ME, _____
 A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/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:

SIGNATURE: _____
 NAME (PRINT): _____
 PRINCIPAL COUNTY OF BUSINESS: _____
 MY COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

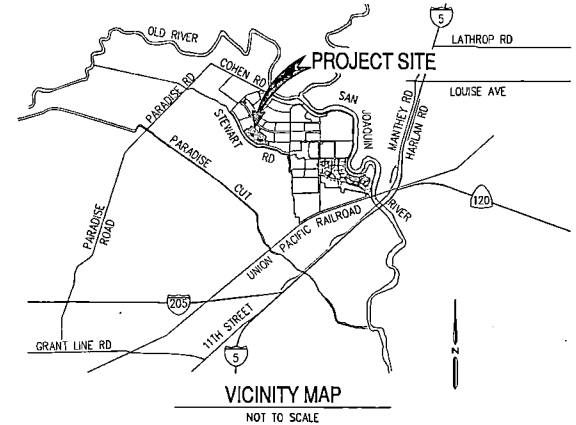
STATE OF CALIFORNIA
 COUNTY OF SAN JOAQUIN }

ON _____, 201__ BEFORE ME, _____
 A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/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:

SIGNATURE: _____
 NAME (PRINT): _____
 PRINCIPAL COUNTY OF BUSINESS: _____
 MY COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V", CITY OF LATHROP, CALIFORNIA, CONSISTING OF FIFTEEN (15) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDEATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS B, C, D, E, G AND H, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 13, 14, 23, 27, 35 AND 41 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // // // //, AND REJECTED THE OFFER OF DEDICATION OF THE STORM DRAIN EASEMENTS AND PUBLIC UTILITY EASEMENTS ACROSS PARCELS B, C, D, AND E, WITH A RESERVATION OF THE RIGHT TO ACCEPT THE DEDICATION OF THE STORM DRAIN EASEMENTS AND PUBLIC UTILITY EASEMENTS ACROSS PARCELS B, C, D, AND E, AT A FUTURE DATE; AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
 CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201__, AT _____ M.
 IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEES: \$ _____

STEVE BESTOLARIDES
 ASSESSOR-RECORDER-COUNTY CLERK
 SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
 ASSISTANT/DEPUTY RECORDER

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDAATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCOE, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, CONTAINS 48 RESIDENTIAL LOTS, AND 8 LETTERED PARCELS CONTAINING 27.99 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCELS 1 THROUGH 5 CONTAINING 7.16 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 3991 AREA SUMMARY	
LOTS 1 THROUGH 48	8.29 AC±
PARCELS A THROUGH H	12.23 AC±
PARCELS 1 THROUGH 5	7.16 AC±
STREET DEDICATIONS	7.47 AC±
TOTAL	35.15 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614020160-KB (VERSION 2), DATED SEPTEMBER 21, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- TRACT 3976, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 M&P 56)
- GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, S.J.C.R.
- GRANT DEED RECORDED JANUARY 11, 2016, AS DOCUMENT NUMBER 2016-004077, S.J.C.R.
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063962, S.J.C.R.
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-064006, S.J.C.R.
- GRANT DEED RECORDED JUNE 6, 2005, AS DOCUMENT NUMBER 2005-134736, S.J.C.R.
- TRACT 3826, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 67, S.J.C.R. (42 M&P 67)
- TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R. (42 M&P 65)
- TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 M&P 66)
- TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
- UNFILED MAP ENTITLED "CALIFORNIA IRRIGATED FARMS, UNIT NO. 3 PESCADERO COLONY BEING RECLAMATION DISTRICT NO. 2062, SURVEYED APRIL AND MAY 1929 BY OHM AND RAAB, DATED NOVEMBER 7, 1929, FILED IN THE OFFICE OF THE SAN JOAQUIN COUNTY SURVEYOR.
- PARCEL MAP 06-03-PM, FILED OCTOBER 23, 2006, IN BOOK 24 OF PARCEL MAPS, PAGE 51, S.J.C.R. (24 PM 51)
- TRACT 3836, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 M&P 84)
- TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (42 M&P 86)
- TRACT 3995, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 M&P 89)
- TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 2018, AS DOCUMENT NUMBER 2018-114854, S.J.C.R. (43 M&P 12)
- TRACT 3975, FILED SEPTEMBER 22, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 100, S.J.C.R. (42 M&P 100)
- TRACT 3931, FILED JANUARY 23, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 16, S.J.C.R. (43 M&P 16)
- TRACT 3912, FILED FEBRUARY 7, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 19, S.J.C.R. (43 M&P 19)
- GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063963, S.J.C.R.
- TRACT 3908, RIVER ISLANDS, STAGE 2A LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R. (43 M&P 54)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
- LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-060092, S.J.C.R.

**TRACT 3991
RIVER ISLANDS - STAGE 2A
VILLAGE V**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2016



CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V", 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 _____, 201__.

LAWRENCE GOSSETT, P.E. 31695



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 JUNE 25, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

DYLAN CRAWFORD, P.L.S. NO 7788



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE				CURVE TABLE			
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N33°52'43"E	92.29'	L13	N16°07'31"E	60.05'	L25	N47°30'03"E	60.04'	L37	N49°23'09"W	65.00'	C1	2538.00	4°05'34"	181.30'	C11	2198.00	1°55'02"	73.55'
L2	N55°30'33"W	78.00'	L14	N27°15'05"W	34.98'	L26	N85°59'54"W	35.71'	L38	N50°54'51"W	65.00'	C2	2859.00	3°01'37"	151.04'	C12	2100.00	28°45'05"	1053.79'
L3	N33°52'43"E	87.01'	L15	N72°51'08"W	60.00'	L27	N48°25'54"E	142.03'	L39	N52°26'32"W	65.00'	C3	17.00	66°14'07"	19.65'	C13	2100.00	5°07'36"	187.92'
L4	N36°18'29"E	157.05'	L16	N61°36'05"E	35.02'	L28	N4°01'57"E	34.98'	L40	N54°05'17"W	93.48'	C4	50.00	19°44'16"	169.97'	C14	1095.00	5°07'02"	97.80'
L5	N56°07'17"W	13.47'	L17	N32°31'05"W	35.02'	L29	N47°24'34"E	60.05'	L41	N30°03'53"E	157.82'	C5	609.00	4°46'28"	50.75'	C15	500.00	0°10'15"	1.49'
L6	N58°10'28"W	87.03'	L18	N78°03'52"W	60.00'	L30	N85°56'28"W	35.74'	L42	N33°52'43"E	87.84'	C6	73.00	40°33'24"	51.67'	C16	200.00	4°31'38"	15.80'
L7	N59°57'43"W	65.00'	L19	N30°36'36"W	37.67'	L31	N41°34'06"W	60.00'	L43	N29°50'31"W	44.80'	C7	87.00	23°15'21"	35.31'	C17	50.00	68°17'10"	60.46'
L8	N61°29'24"W	65.00'	L20	N29°50'31"W	8.67'	L32	N48°25'54"E	75.58'	L44	N71°06'02"W	10.34'	C8	87.00	23°15'22"	35.31'	C18	50.00	125°29'06"	109.51'
L9	N64°39'51"W	75.00'	L21	N55°49'58"E	16.67'	L33	N43°09'19"W	75.00'	L45	N75°37'40"W	73.27'	C9	73.00	52°48'00"	67.27'	C19	2850.00	1°31'36"	75.94'
L10	N23°44'56"E	74.58'	L22	N50°30'25"E	90.37'	L34	N44°48'04"W	65.00'	L46	N10°11'37"W	41.73'	C10	980.00	2°53'23"	49.43'				
L11	N65°17'46"W	60.01'	L23	N48°42'31"E	65.00'	L35	N46°19'46"W	65.00'											
L12	N21°52'42"W	35.74'	L24	N78°11'24"E	42.93'	L36	N47°51'27"W	65.00'											

TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018



0' 250' 500' 1000'
SCALE: 1" = 500'

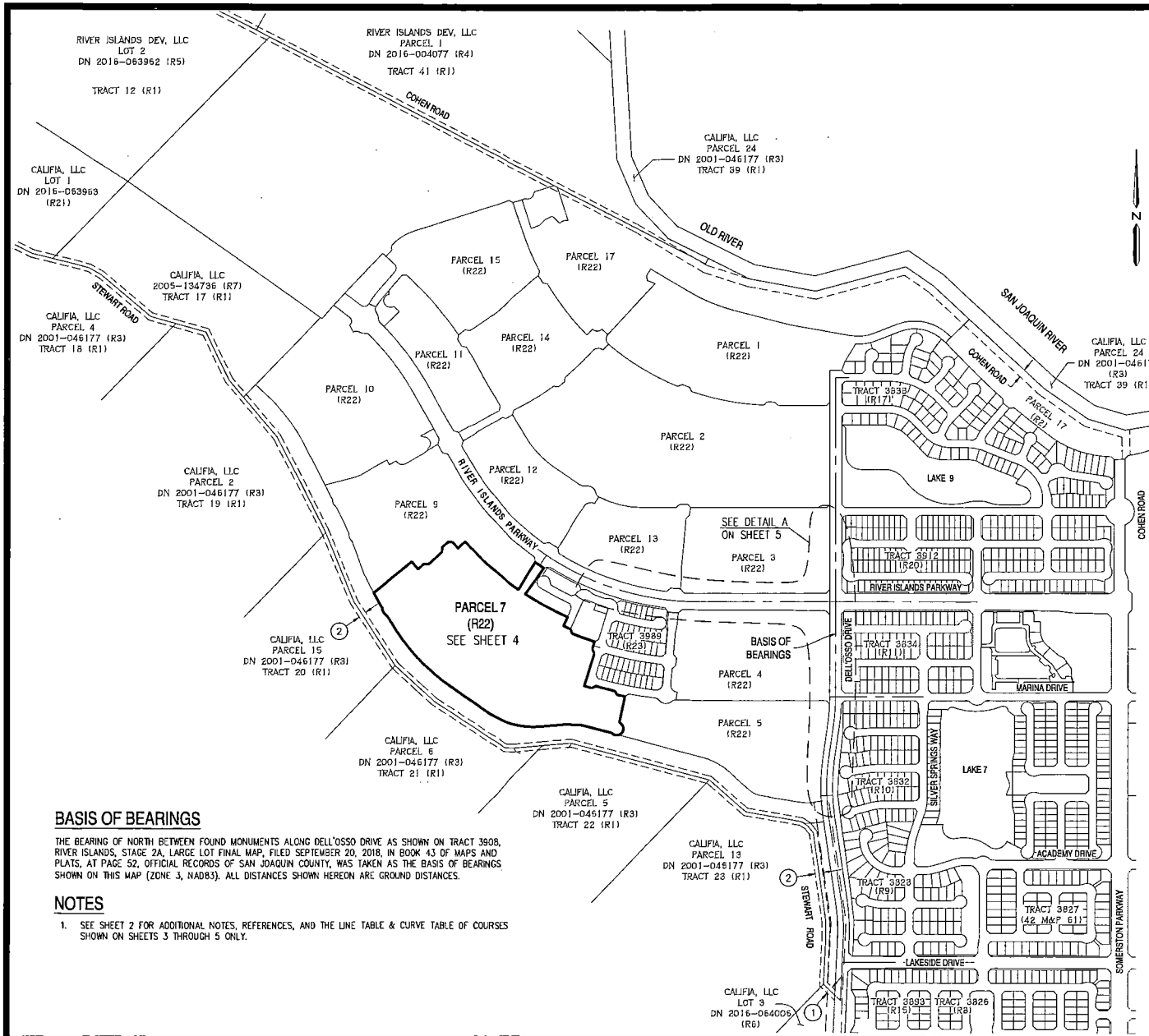
THIS SHEET SHOWS TIES TO THE BASIS OF BEARINGS
AND OTHER MAPS OF RECORD. REFER TO SHEET 4 FOR
THE BOUNDARY OF TRACT 3991

LEGEND (SHEETS 3 THROUGH 5 ONLY)

- ⊙ MONUMENT TO BE SET PER (R17), UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R22)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R22)
AND (R23) RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊗ MONUMENT PER TRACT 3834 (R11)
- ⊕ MONUMENT TO BE SET PER (R23)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788"
TO BE SET PER (R23)
- BOUNDARY
- - - LOT LINE OR RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - MONUMENT LINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORD
- MON MONUMENT
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

EASEMENTS

- ① 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 212, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
- ② 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 335, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY).
- ③ STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-060092, RECORDED MAY 31, 2018, S.J.C.R.



BASIS OF BEARINGS

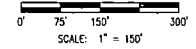
THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELLOSSO DRIVE AS SHOWN ON TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE TABLE & CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.

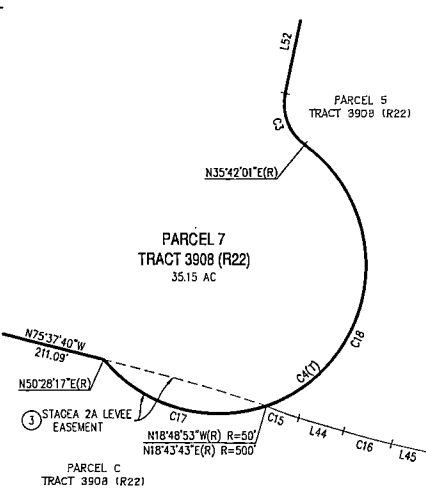
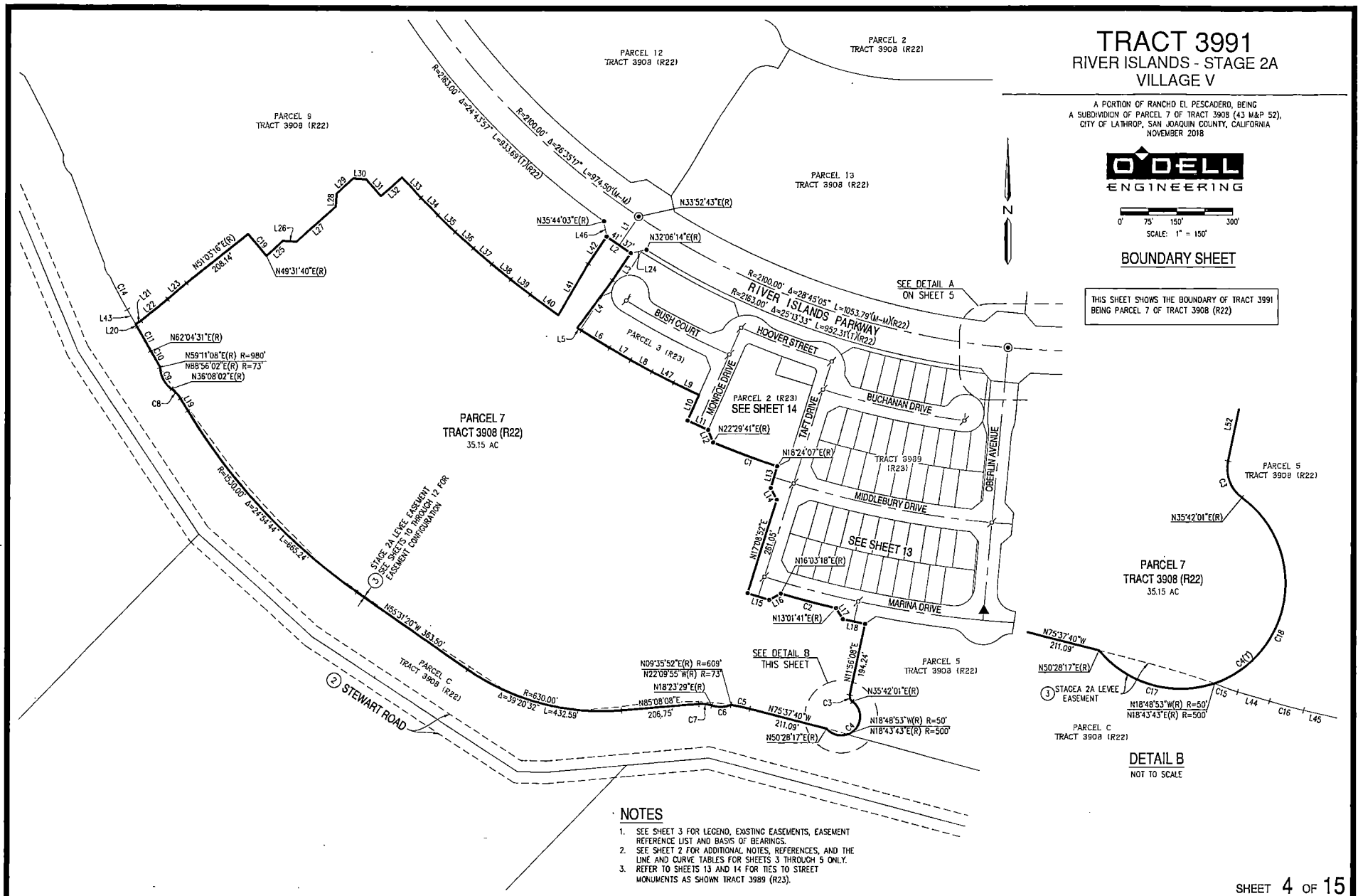
TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018



BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY OF TRACT 3991
BEING PARCEL 7 OF TRACT 3908 (R22)



- NOTES**
- SEE SHEET 3 FOR LEGEND, EXISTING EASEMENTS, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.
 - SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES FOR SHEETS 3 THROUGH 5 ONLY.
 - REFER TO SHEETS 13 AND 14 FOR TIES TO STREET MONUMENTS AS SHOWN TRACT 3989 (R23).

NOTES

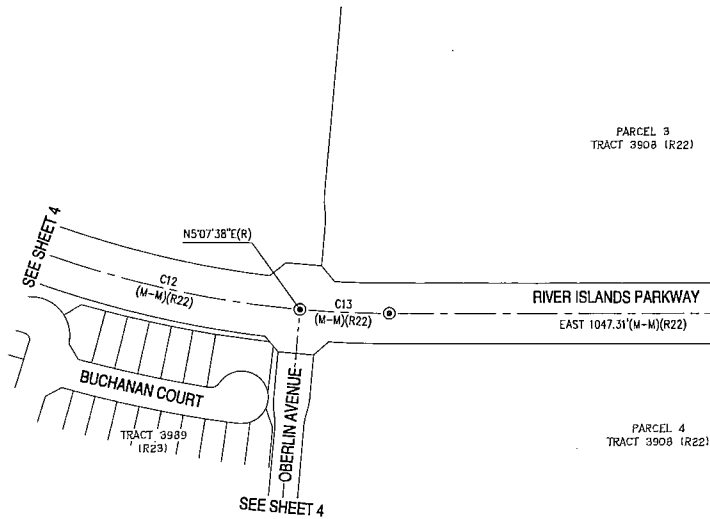
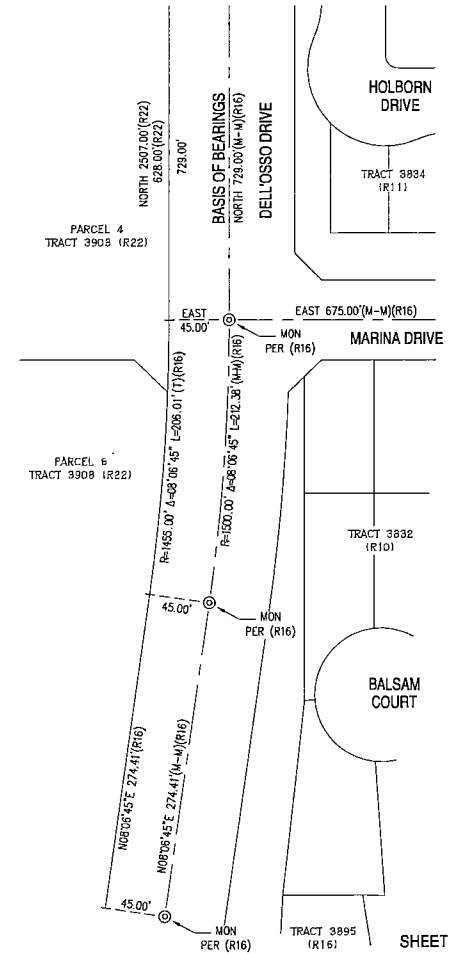
1. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.
2. SEE SHEET 3 FOR LEGEND, EASEMENT REFERENCE LIST, AND BASIS OF BEARINGS.

TRACT 3991
RIVER ISLANDS - STAGE 2A
VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 NOVEMBER 2018



SEE BELOW LEFT



DETAIL A
 NOT TO SCALE
 (FROM SHEET 3)

TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V





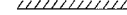

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

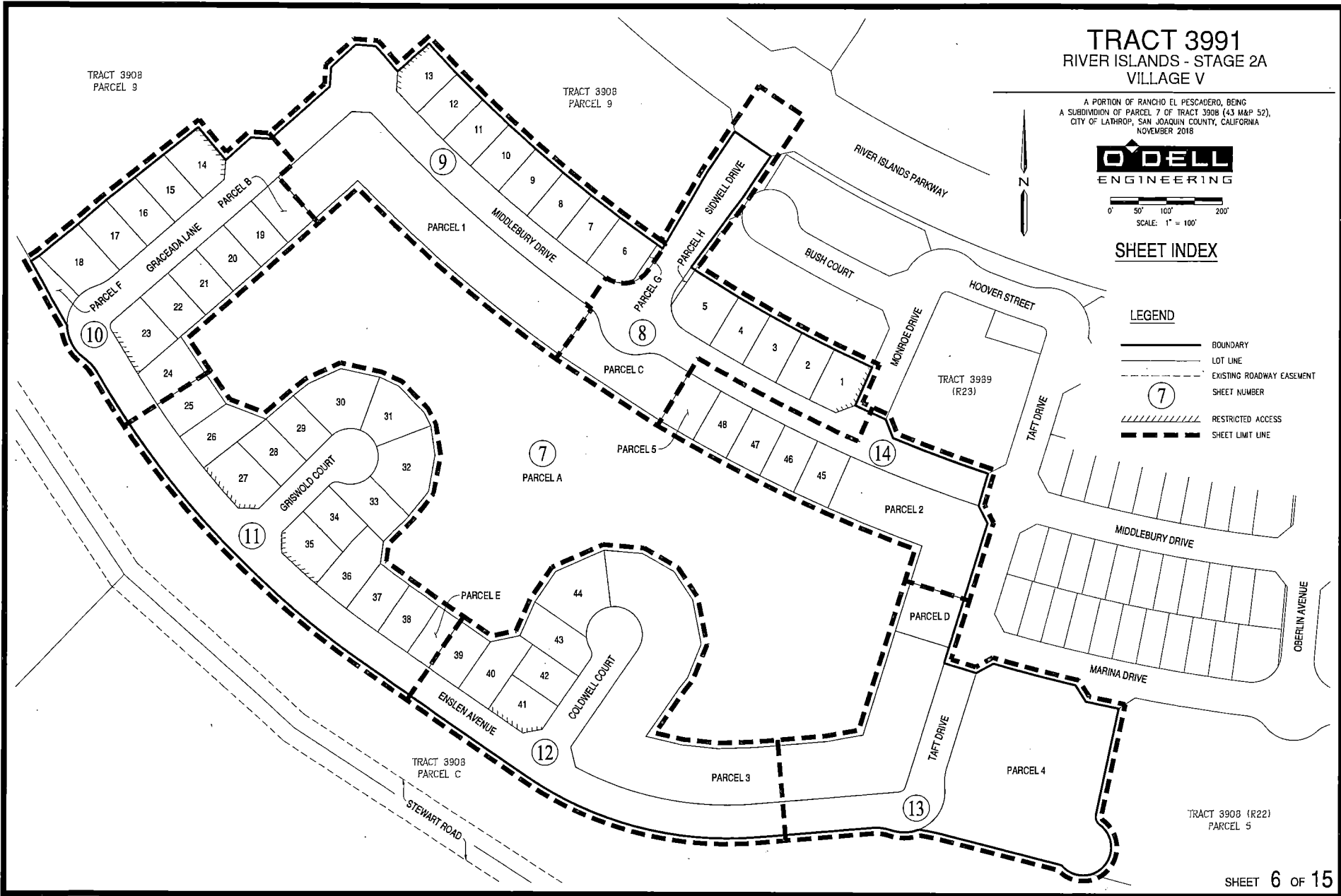
O'DELL
ENGINEERING

0' 50' 100' 200'
SCALE: 1" = 100'

SHEET INDEX

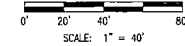
LEGEND

-  BOUNDARY
-  LOT LINE
-  EXISTING ROADWAY EASEMENT
-  SHEET NUMBER
-  RESTRICTED ACCESS
-  SHEET LIMIT LINE



TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018



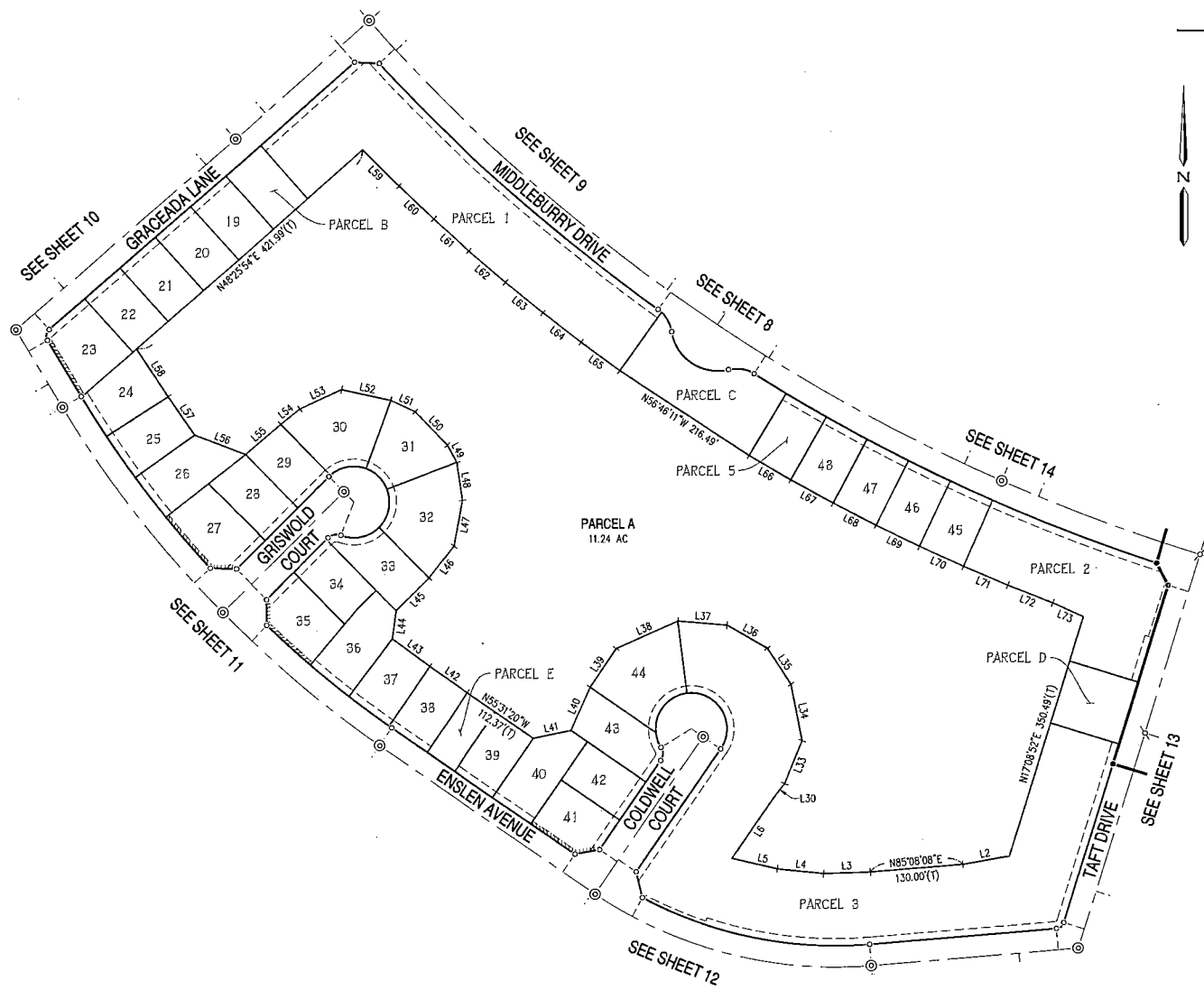
THIS SHEET SHOWS
PARCEL A ONLY

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ MONUMENT TO BE SET PER (R23)
- ⊙ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), AND (R23) RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-W) MONUMENT TO MONUMENT
- (I) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.O.E. STORM ORAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.



TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

O'DELL
ENGINEERING

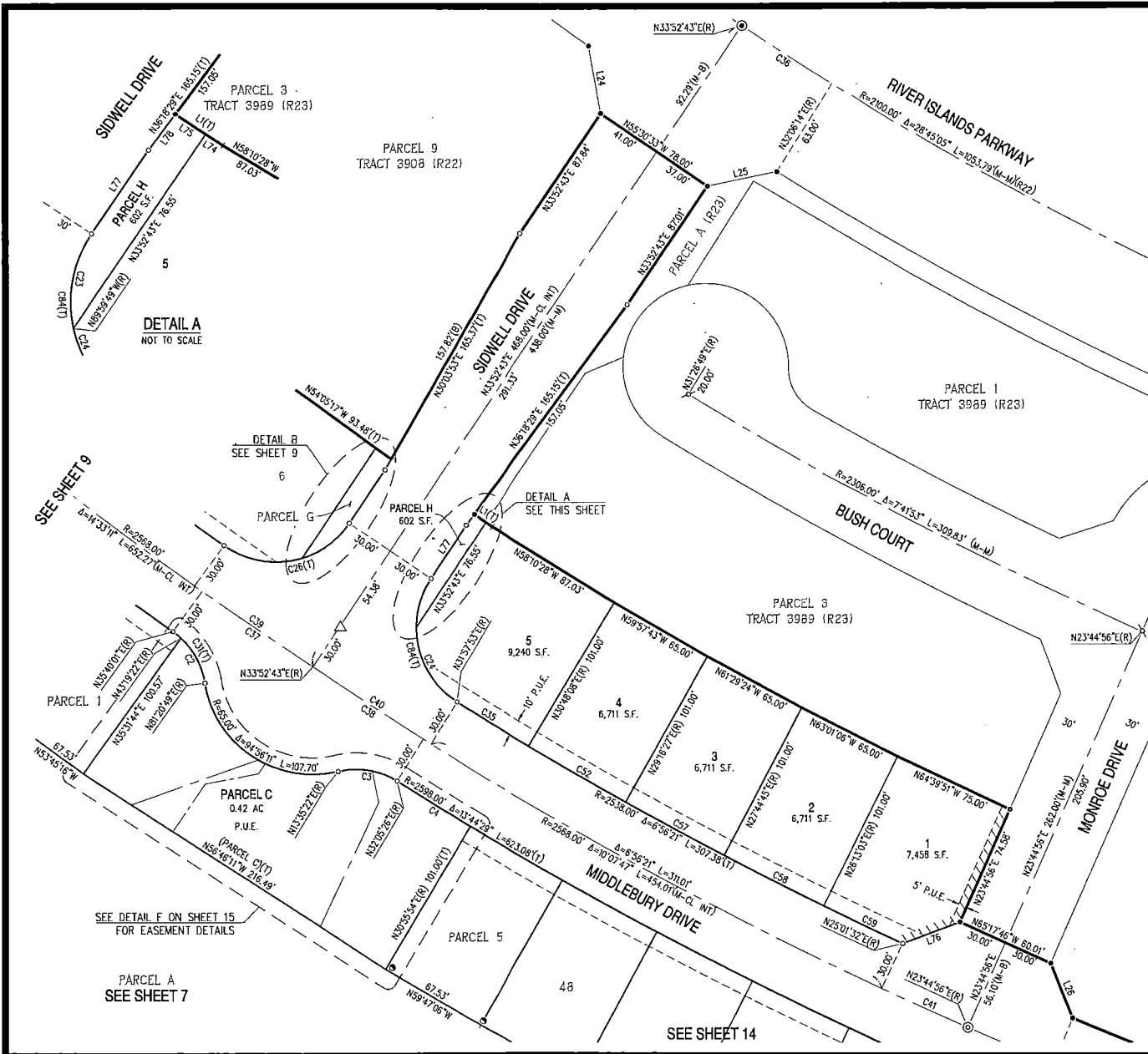
0' 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ MONUMENT TO BE SET PER (R23)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), AND (R23) RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
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- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

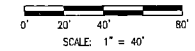
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3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.



SEE SHEET 14

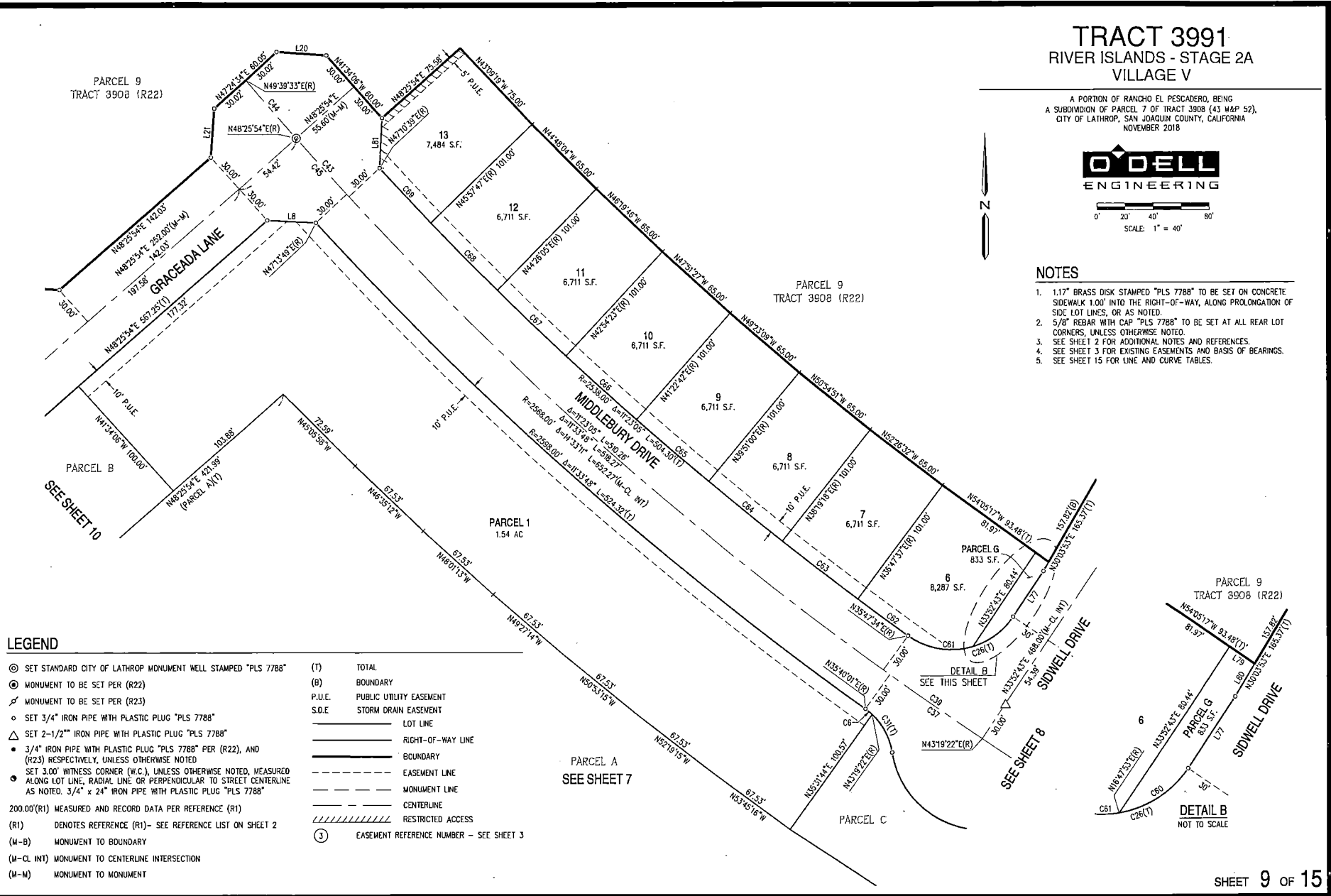
TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 W&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018



NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
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4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.

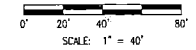


LEGEND

- | | |
|---|---|
| ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788" | (T) TOTAL |
| ⊙ MONUMENT TO BE SET PER (R22) | (B) BOUNDARY |
| ⊙ MONUMENT TO BE SET PER (R23) | P.U.E. PUBLIC UTILITY EASEMENT |
| ○ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | S.O.E. STORM DRAIN EASEMENT |
| △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | LOT LINE |
| ● SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), AND (R23) RESPECTIVELY, UNLESS OTHERWISE NOTED | RIGHT-OF-WAY LINE |
| ● SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | BOUNDARY |
| 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1) | EASEMENT LINE |
| (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2 | MONUMENT LINE |
| (M-B) MONUMENT TO BOUNDARY | CENTERLINE |
| (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION | RESTRICTED ACCESS |
| (M-M) MONUMENT TO MONUMENT | ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3 |

TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

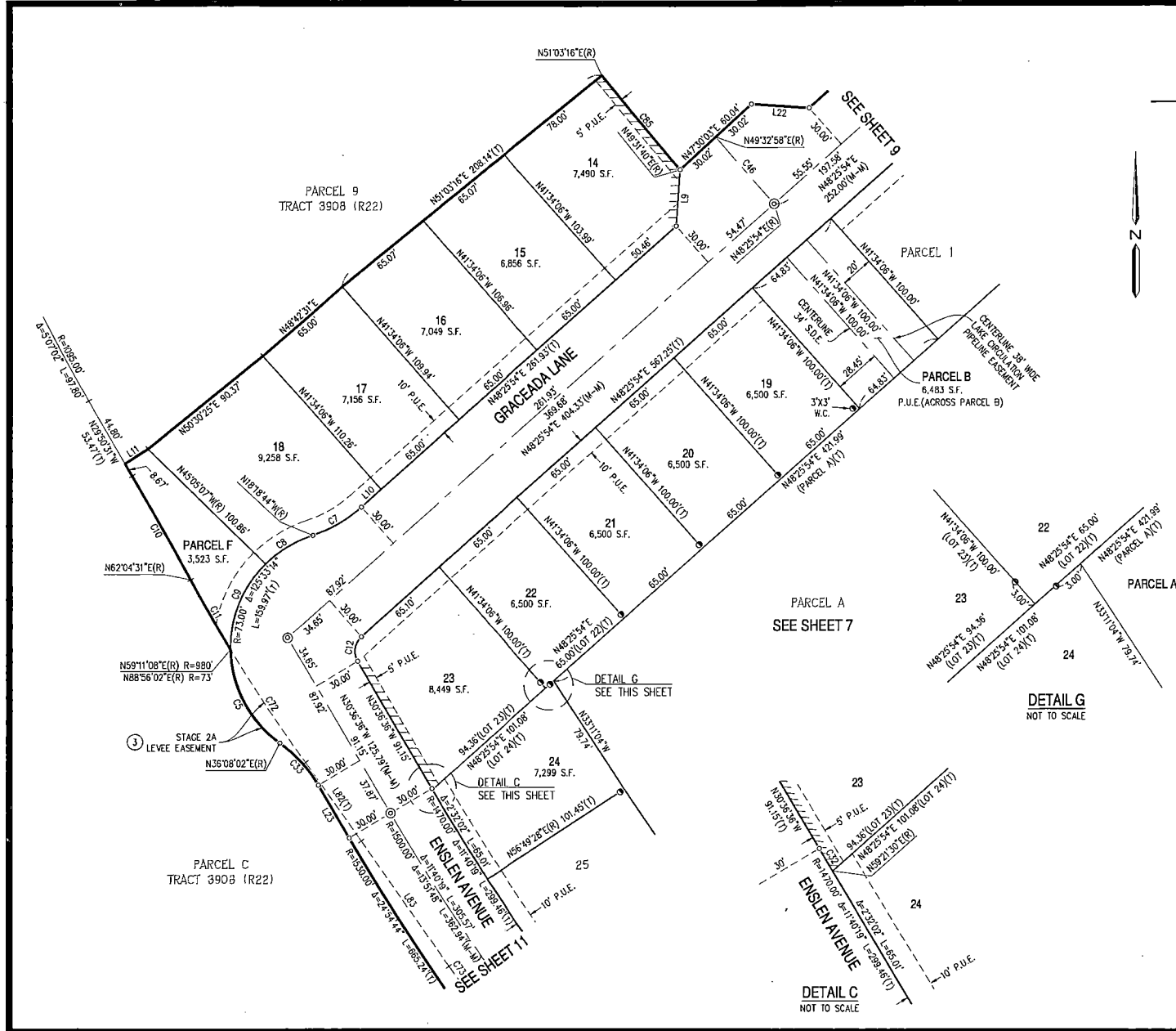


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊕ MONUMENT TO BE SET PER (R22)
- ⊙ MONUMENT TO BE SET PER (R22)
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- - - - EASEMENT LINE
- - - - MONUMENT LINE
- - - - CENTERLINE
- ////// RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

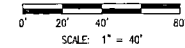
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5. SEE SHEET 15 FOR LINE AND CURVE TABLES.



TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

O'DELL
ENGINEERING



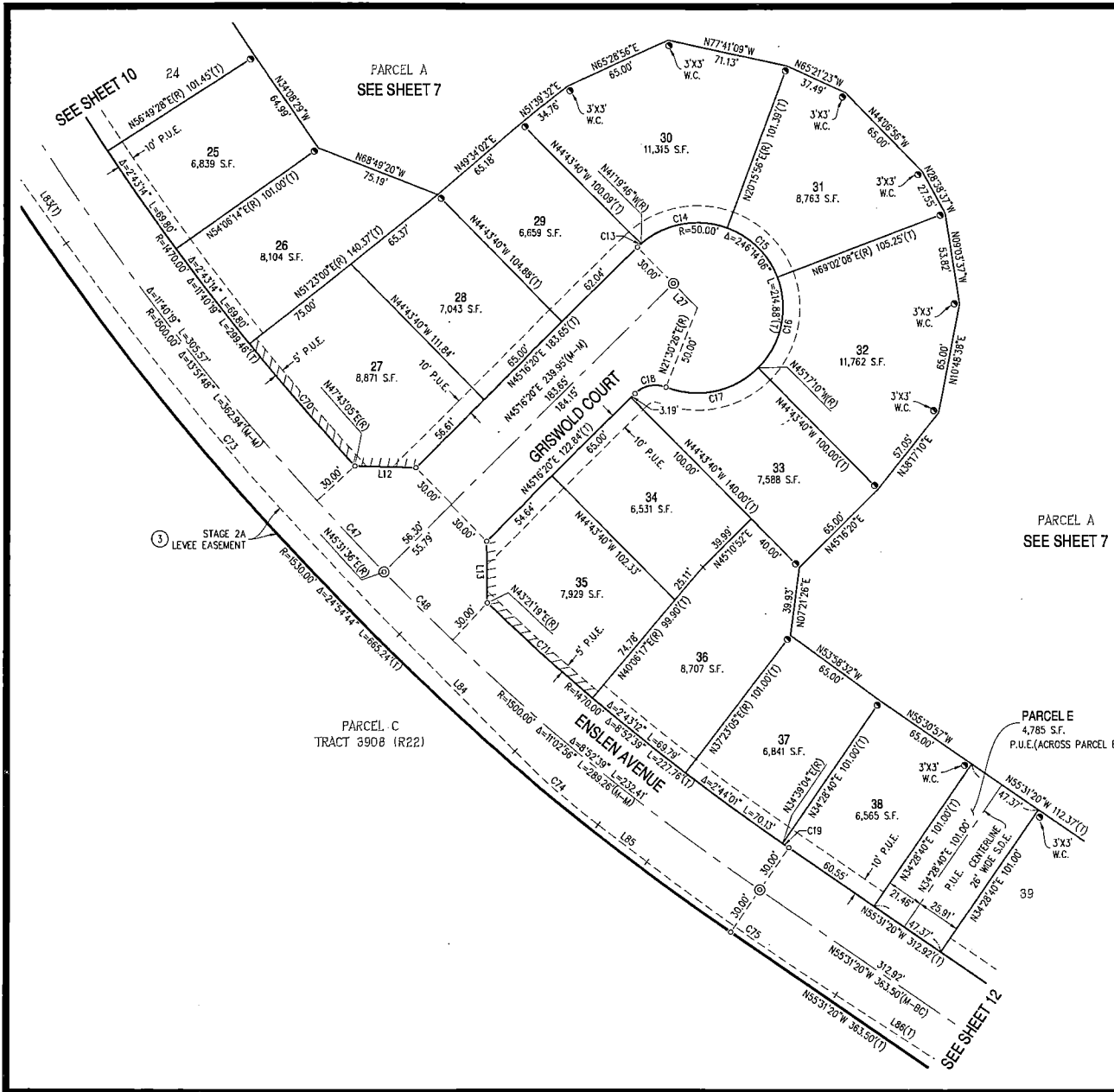
LEGEND

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- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ MONUMENT TO BE SET PER (R23)
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- ⊙ SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"

- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
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- (T) TOTAL
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- - - CENTERLINE
- /// RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

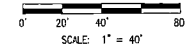
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TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

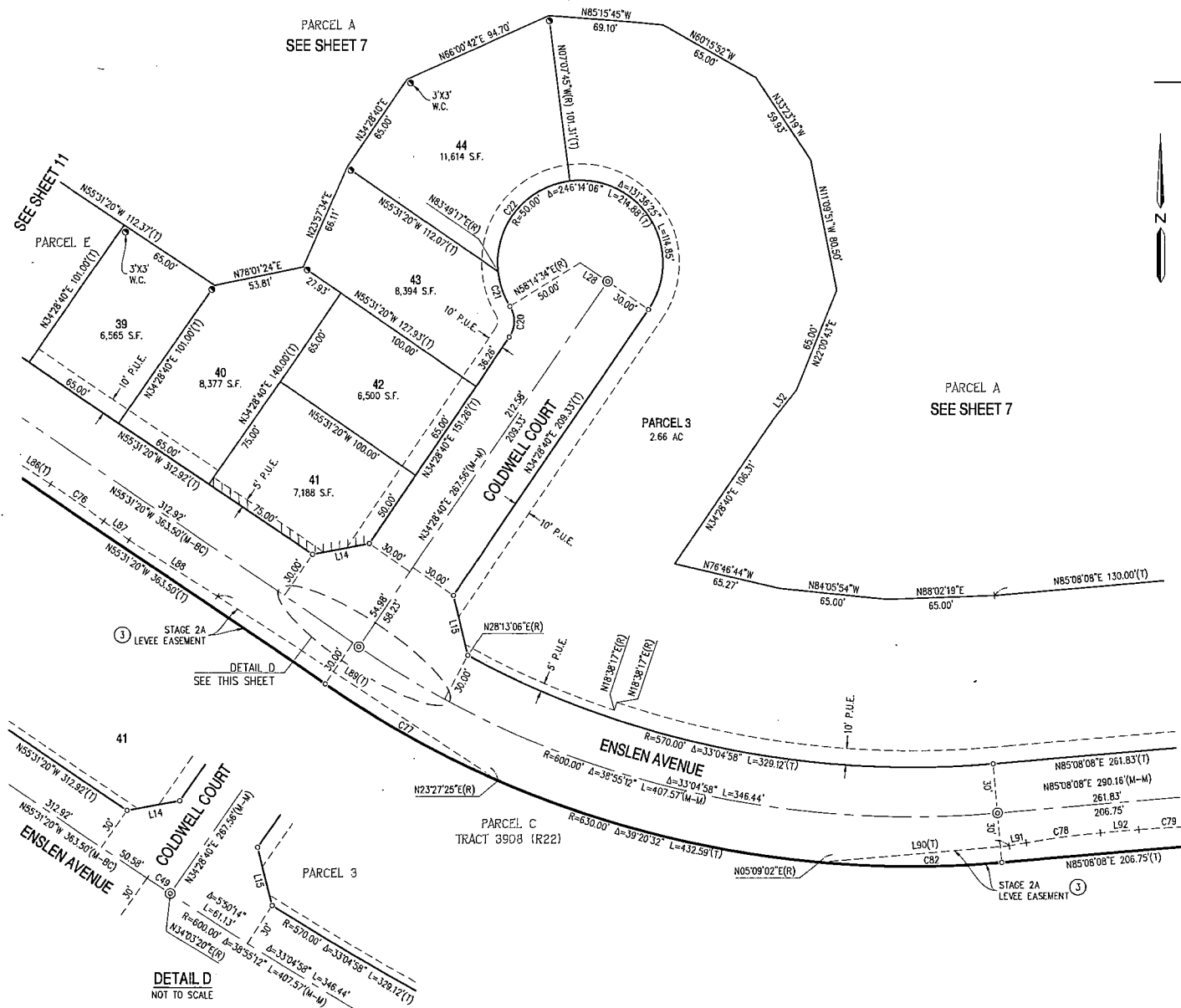


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R22)
- ⊕ MONUMENT TO BE SET PER (R23)
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- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
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- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
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- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

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4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.



DETAIL D
NOT TO SCALE

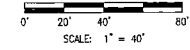
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4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.

TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

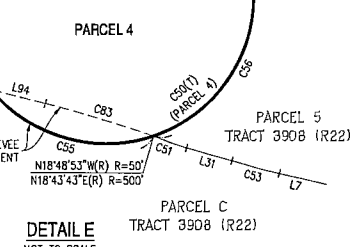
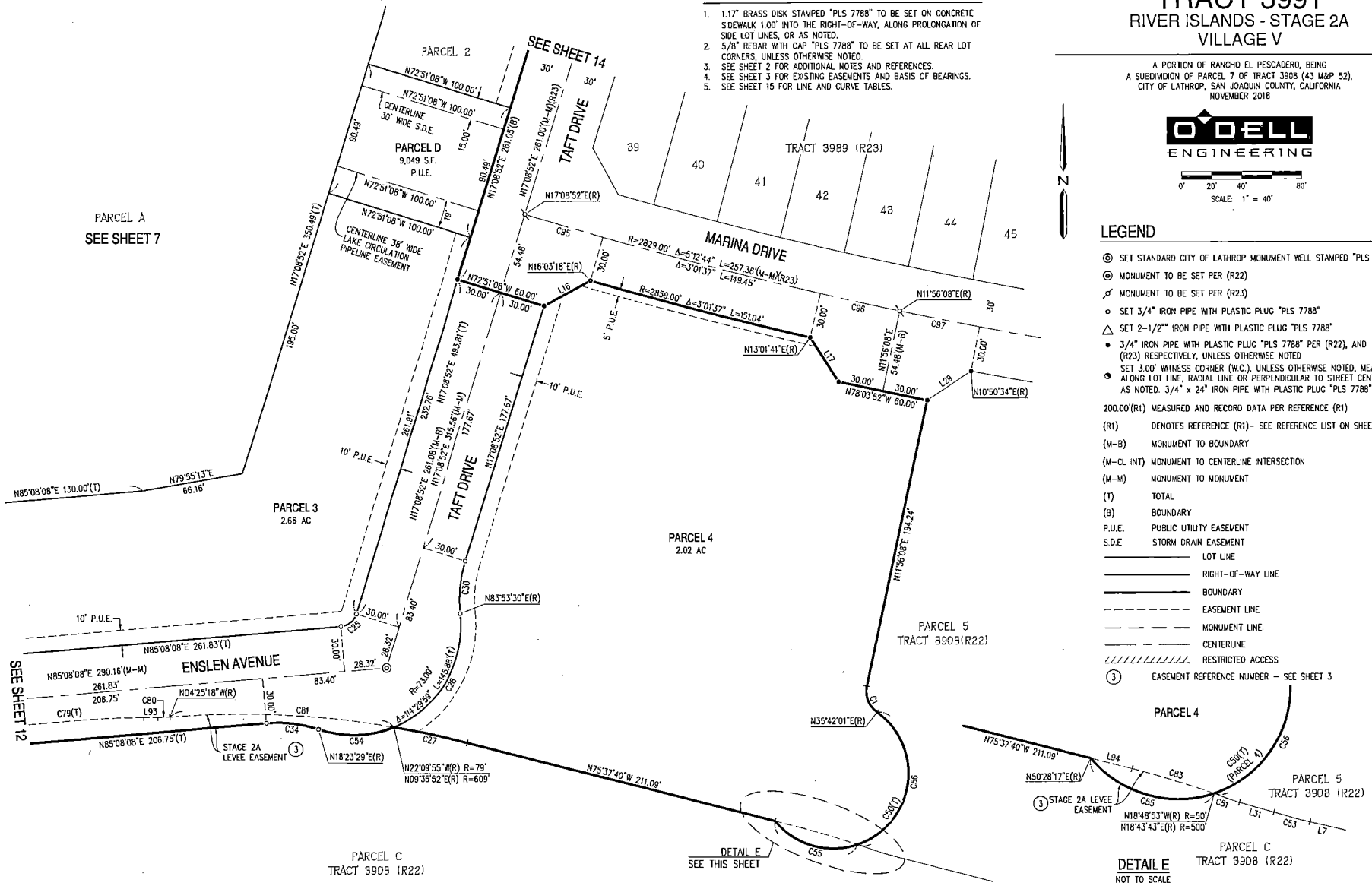
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

O'DELL
ENGINEERING



LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - ⊙ MONUMENT TO BE SET PER (R22)
 - ⊙ MONUMENT TO BE SET PER (R23)
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
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- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
 - (M-B) MONUMENT TO BOUNDARY
 - (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
 - (M-W) MONUMENT TO MONUMENT
 - (T) TOTAL
 - (B) BOUNDARY
 - P.U.E. PUBLIC UTILITY EASEMENT
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- LOT LINE
 - RIGHT-OF-WAY LINE
 - BOUNDARY
 - - - EASEMENT LINE
 - - - MONUMENT LINE
 - - - CENTERLINE
 - - - RESTRICTED ACCESS
 - (3) EASEMENT REFERENCE NUMBER - SEE SHEET 3

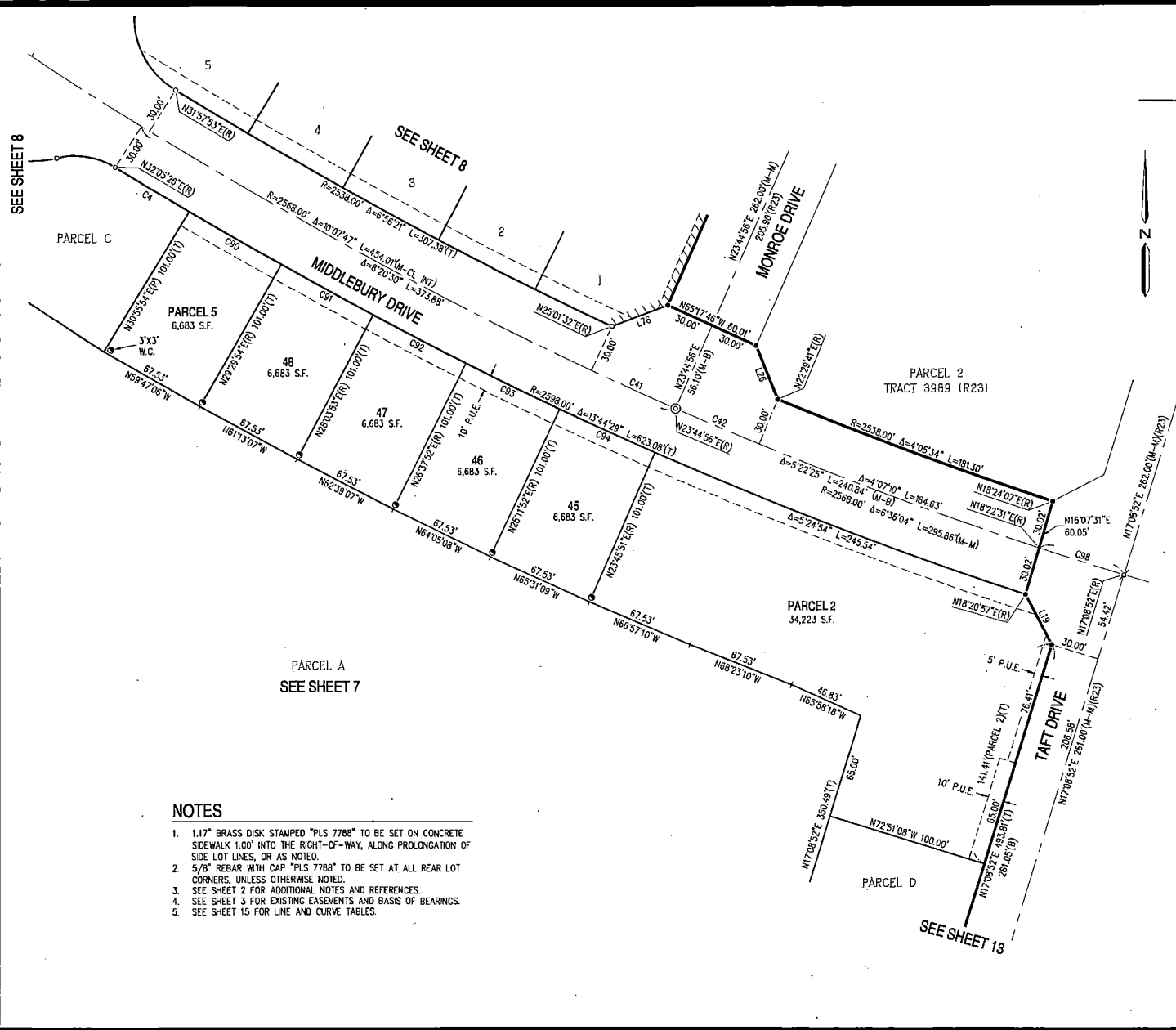
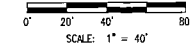


SHEET 13 OF 15

TRACT 3991 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

O'DELL
ENGINEERING



LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ MONUMENT TO BE SET PER (R23)
- ⊙ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
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- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), AND (R23) RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 15 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N56°07'17"W	13.47'	L21	N04°01'57"E	34.98'	L41	N78°01'24"E	53.81'	L61	N48°01'13"W	67.53'	L81	N02°48'17"E	35.74'
L2	N79°55'13"E	66.16'	L22	N85°59'54"W	35.71'	L42	N55°30'57"W	65.00'	L62	N49°27'14"W	67.53'	L82	N35°40'18"W	59.77'
L3	N89°02'19"E	65.00'	L23	N30°36'36"W	37.87'	L43	N53°58'32"W	65.00'	L63	N05°53'15"W	67.53'	L83	N35°14'51"W	95.05'
L4	N84°05'54"W	65.00'	L24	N10°11'37"W	41.73'	L44	N07°21'26"E	39.93'	L64	N52°19'15"W	67.53'	L84	N45°08'37"W	96.51'
L5	N76°46'44"W	65.27'	L25	N78°11'24"E	42.93'	L45	N45°16'20"E	65.00'	L65	N53°45'16"W	67.53'	L85	N52°35'53"W	35.95'
L6	N34°28'40"E	106.31'	L26	N21°52'42"W	35.74'	L46	N38°17'10"E	57.05'	L66	N59°47'06"W	67.53'	L86	N57°03'15"W	88.46'
L7	N75°37'40"W	73.27'	L27	N44°43'40"W	20.00'	L47	N10°48'38"E	65.00'	L67	N61°13'07"W	67.53'	L87	N52°35'26"W	19.06'
L8	N87°10'08"W	34.98'	L28	N55°31'20"W	20.00'	L48	N09°03'37"W	53.82'	L68	N62°39'07"W	67.53'	L88	N57°03'15"W	62.56'
L9	N03°58'47"E	35.02'	L29	N56°23'21"E	35.02'	L49	N28°38'37"W	27.55'	L69	N64°05'08"W	67.53'	L89	N56°48'15"W	203.44'
L10	N48°25'54"E	16.47'	L30	N38°09'34"E	21.86'	L50	N44°06'56"W	65.00'	L70	N65°31'09"W	67.53'	L90	N85°08'08"E	114.88'
L11	N56°49'58"E	16.67'	L31	N71°06'02"W	10.34'	L51	N65°21'23"W	37.49'	L71	N66°57'10"W	67.53'	L91	N79°56'51"E	10.52'
L12	N88°30'17"W	36.10'	L32	N38°09'34"E	21.86'	L52	N77°41'08"W	71.13'	L72	N68°23'10"W	67.53'	L92	N85°08'08"E	23.17'
L13	N00°41'10"W	35.94'	L33	N22°00'43"E	65.00'	L53	N65°28'56"E	65.00'	L73	N65°58'18"W	46.83'	L93	N89°55'45"W	9.25'
L14	N79°28'40"E	35.36'	L34	N11°09'51"W	80.50'	L54	N51°39'32"E	34.76'	L74	N56°07'17"W	4.81'	L94	N75°37'40"W	18.85'
L15	N13°39'07"W	37.23'	L35	N33°23'19"W	59.93'	L55	N49°34'02"E	65.18'	L75	N66°07'17"W	8.66'	L95	N33°52'43"E	7.35'
L16	N61°36'05"E	35.02'	L36	N60°15'52"W	65.00'	L56	N68°49'20"W	75.19'	L76	N69°22'34"E	37.14'			
L17	N32°31'05"W	35.02'	L37	N85°15'45"W	69.10'	L57	N34°08'29"W	64.99'	L77	N33°52'43"E	38.92'			
L18	N11°07'17"W	19.67'	L38	N66°00'42"E	94.70'	L58	N33°11'04"W	79.74'	L78	N36°18'29"E	8.10'			
L19	N27°15'05"W	34.98'	L39	N34°28'40"E	65.00'	L59	N45°05'58"W	72.59'	L79	N54°05'17"W	11.51'			
L20	N85°56'28"W	35.74'	L40	N23°57'34"E	66.11'	L60	N46°35'12"W	67.53'	L80	N30°33'53"E	7.55'			

CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
C1	17.00	66°14'07"	19.65'	C23	53.00	33°52'54"	31.34'	C45	2568.00	1°12'05"	53.85'	C67	2538.00	1°31'42"	67.70'
C2	47.00	38°01'27"	31.19'	C24	53.00	58°01'56"	53.68'	C46	2820.00	1°07'04"	55.02'	C68	2538.00	1°31'42"	67.70'
C3	47.00	45°40'48"	37.47'	C25	12.00	67°59'16"	14.24'	C47	1500.00	2°11'29"	57.37'	C69	2538.00	1°12'52"	53.80'
C4	2598.00	1°09'32"	52.55'	C26	53.00	91°54'51"	85.03'	C48	1500.00	2°10'17"	56.85'	C70	1470.00	3°39'55"	94.04'
C5	73.00	52°48'00"	67.27'	C27	609.00	4°46'28"	50.75'	C49	600.00	0°25'20"	4.42'	C71	1470.00	3°15'02"	83.40'
C6	47.00	7°39'21"	6.28'	C28	73.00	73°56'35"	94.21'	C50	50.00	194°46'16"	169.97'	C72	980.00	4°51'26"	83.08'
C7	87.00	23°15'22"	35.31'	C29	47.00	19°52'37"	16.31'	C51	500.00	0°10'15"	1.49'	C73	1741.00	9°51'46"	299.69'
C8	73.00	26°46'23"	34.11'	C30	87.00	23°15'22"	35.31'	C52	2538.00	1°31'41"	67.69'	C74	500.00	7°29'16"	65.34'
C9	73.00	45°58'51"	58.58'	C31	47.00	45°40'48"	37.47'	C53	200.00	4°31'38"	15.80'	C75	1740.00	4°27'22"	135.33'
C10	2198.00	1°55'02"	73.55'	C32	1470.00	0°01'54"	0.81'	C54	73.00	40°33'24"	51.67'	C76	500.00	4°27'49"	38.95'
C11	980.00	2°53'23"	49.43'	C33	87.00	23°15'22"	35.31'	C55	50.00	69°17'10"	60.48'	C77	630.00	11°01'15"	121.18'
C12	12.00	79°02'30"	16.55'	C34	87.00	23°15'21"	35.31'	C56	50.00	125°29'06"	109.51'	C78	500.00	5°11'17"	45.27'
C13	50.00	3°23'54"	2.97'	C35	2538.00	1°09'45"	51.49'	C57	2538.00	1°31'42"	67.70'	C79	500.00	4°56'07"	43.07'
C14	50.00	61°35'42"	53.75'	C36	2100.00	1°46'29"	65.05'	C58	2538.00	1°31'42"	67.70'	C80	100.00	4°29'33"	7.84'
C15	50.00	48°46'12"	42.56'	C37	2568.00	1°47'18"	80.15'	C59	2538.00	1°11'31"	52.80'	C81	609.00	14°01'10"	149.01'
C16	50.00	65°40'42"	57.32'	C38	2568.00	1°47'18"	80.15'	C60	53.00	3°19'24"	36.38'	C82	630.00	10°00'54"	110.12'
C17	50.00	66°47'36"	58.29'	C39	2568.00	1°54'51"	85.79'	C61	53.00	52°35'27"	48.65'	C83	500.00	4°21'23"	38.02'
C18	17.00	66°14'06"	19.65'	C40	2568.00	1°54'51"	85.79'	C62	2538.00	1°00'03"	44.33'	C84	53.00	91°54'50"	85.02'
C19	1470.00	0°10'24"	4.45'	C41	2568.00	1°16'36"	57.22'	C63	2538.00	1°31'41"	67.69'	C85	2850.00	1°31'36"	75.94'
C20	17.00	66°14'06"	19.65'	C42	2568.00	1°15'15"	56.21'	C64	2538.00	1°31'42"	67.70'	C86	65.00	5°10'48"	58.02'
C21	50.00	25°34'43"	22.32'	C43	2568.00	1°15'15"	56.21'	C65	2538.00	1°31'42"	67.70'	C87	65.00	4°16'49"	4.66'
C22	50.00	89°02'58"	77.71'	C44	2568.00	1°13'39"	55.02'	C66	2538.00	1°31'41"	67.69'	C88	65.00	39°30'33"	44.82'

TRACT 3991

RIVER ISLANDS - STAGE 2A

VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2018

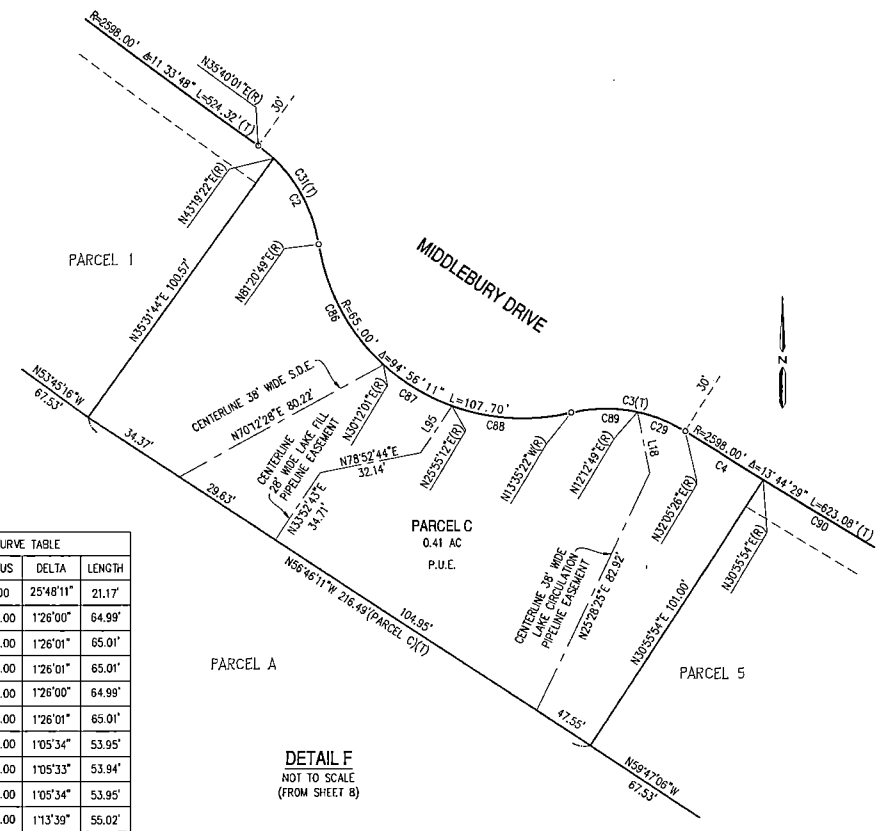


EXHIBIT B

TRACT 3991 AND VILLAGE "V" AREA

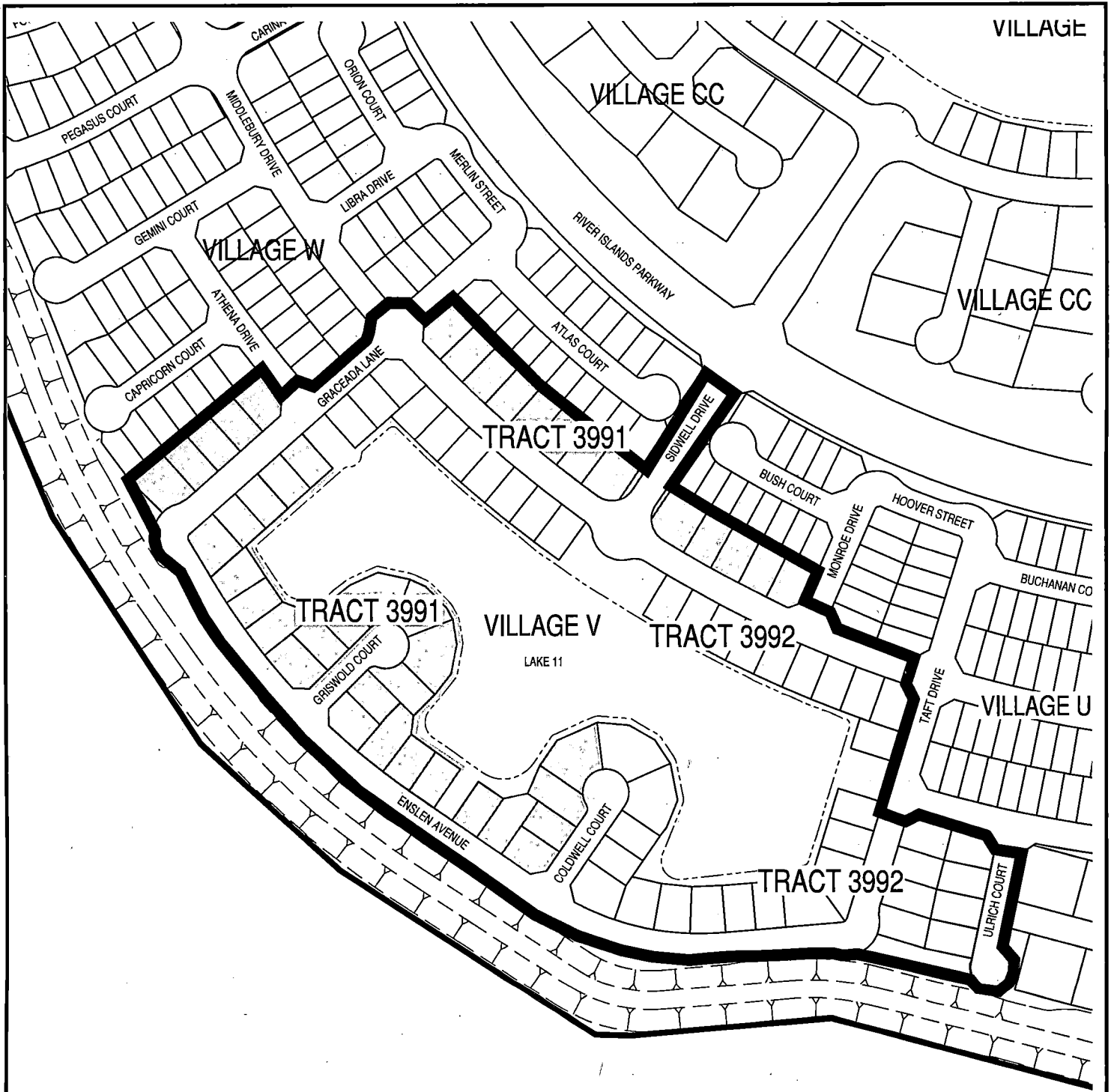


EXHIBIT "B"
VILLAGE V
VICINITY MAP
SEPTEMBER 2018

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 of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company INSURER B: Starr Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 12537 13604
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330		

COVERAGES **CERTIFICATE NUMBER: W7439343** **REVISION NUMBER:**

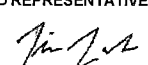
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability		1000024047	03/19/2018	03/19/2021	Each Occ/Agg: 7,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Tract 3991 River Islands- Stage 2A Village V.

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are Additional Insureds as respects the General Liability policy.

The Insurance coverage afforded by this policy shall be Primary Insurance as respects to the City of Lathrop, its

CERTIFICATE HOLDER The City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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 as respects the insured's operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	River Islands @ Lathrop Development
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT D
COHEN/PARADISE/STEWART REHABILITATION MAP

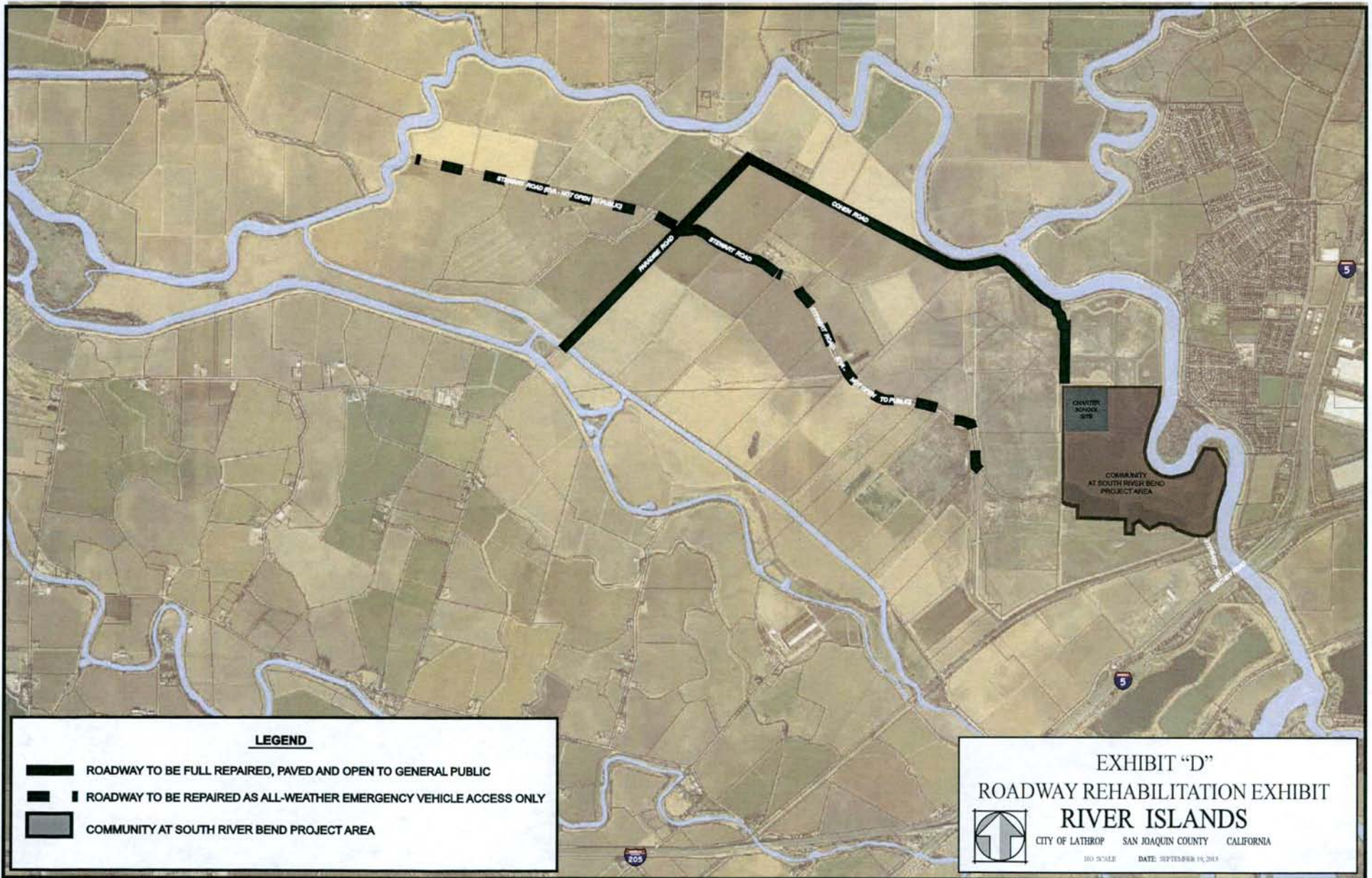


EXHIBIT E
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE V (86 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018
Job No.: 25502-96

Item Description	Quantity	Unit	Unit Price	Amount
1 Catch Basin Tops (50% Completion) <i>100%</i>	1	LS	\$ 51,000.00	\$ 51,000.00
2 Handicap Ramps (0% Completion) <i>90%</i>	1	LS	\$ 36,400.00	\$ 36,400.00
3 Joint Trench (0% Completion) <i>90%</i>	1	LS	\$ 316,070.00	\$ 316,070.00
4 3" AC Paving (0% Completion)	1	LS	\$ 56,700.00	\$ 56,700.00
5 4.5" AC Paving (0% Completion)	1	LS	\$ 319,680.00	\$ 319,680.00
6 Storm Drain & Sanitary Sewer Manholes and Gate Valves Raising Iron (0% Completion)	1	LS	\$ 28,500.00	\$ 28,500.00
7 Set Water Boxes and SSCO Boxes (95% Completion) <i>0%</i>	1	LS	\$ 43,000.00	\$ 43,000.00
8 Survey Monuments (0% Completion)	1	LS	\$ 5,700.00	\$ 5,700.00
9 Signing & Striping (0% Completion)	1	LS	\$ 26,400.00	\$ 26,400.00
TOTAL COST TO COMPLETE \$				883,450.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village V.

\$883,450.
 \$449,844.

 Subtotal \$1,333,294.
 Contingency 266,659.

 Performance # 1,599,953.
 Bond Amount
Yann Gebhardt



ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE V (86 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018
Job No.: 25510.76

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	7,244	SF	\$ 5.00	\$ 36,220.00
2	Bouy	1	LS	\$ 10,000.00	\$ 10,000.00
	Subtotal Streetscape				\$ 46,220.00
<u>POCKET PARK</u>					
1	Landscape/Irrigation Improvements	50,453	SF	\$ 8.00	\$ 403,624.00
	Subtotal Pocket Park				\$ 403,624.00
	TOTAL CONSTRUCTION COST (nearest \$1,000)			\$	449,844.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to dock, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT F

VILLAGE "V" IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST
VILLAGE V (86 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
 Job.No.: 25502-96

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	242,900	SF	\$ 0.45	\$ 109,305.00
2	3" AC Paving	34,500	SF	\$ 1.50	\$ 51,750.00
3	4.5" AC Paving	132,800	SF	\$ 2.25	\$ 298,800.00
4	6" Aggregate Base	34,500	SF	\$ 0.90	\$ 31,050.00
5	8" Aggregate Base	132,800	SF	\$ 1.20	\$ 159,360.00
6	Vertical Curb and Gutter (with AB cushion)	4,030	LF	\$ 15.00	\$ 60,450.00
7	Rolled Curb and Gutter (with AB cushion)	5,930	LF	\$ 15.00	\$ 88,950.00
8	Concrete Sidewalk	37,300	SF	\$ 5.00	\$ 186,500.00
9	Driveway Approach	86	EA	\$ 600.00	\$ 51,600.00
10	Handicap Ramps	12	EA	\$ 2,500.00	\$ 30,000.00
11	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
12	Traffic Striping & Signage	5,060	LF	\$ 5.00	\$ 25,300.00
13	Dewatering (budget)	5,060	LF	\$ 40.00	\$ 202,400.00
Subtotal Street Work					\$ 1,299,365.00
<u>STORM DRAIN</u>					
14	Catch Basins (type A inlet)	1	EA	\$ 2,400.00	\$ 2,400.00
15	Catch Basins (type A inlet over type I manhole base)	25	EA	\$ 2,800.00	\$ 70,000.00
16	Catch Basins (type A inlet over type II manhole base)	5	EA	\$ 5,000.00	\$ 25,000.00
17	15" Storm Drain Pipe	1,720	LF	\$ 34.00	\$ 58,480.00
18	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
19	24" Storm Drain Pipe	660	LF	\$ 65.00	\$ 42,900.00
20	30" Storm Drain Pipe	550	LF	\$ 80.00	\$ 44,000.00
21	36" Storm Drain Pipe	250	LF	\$ 95.00	\$ 23,750.00
22	42" Storm Drain Pipe	290	LF	\$ 120.00	\$ 34,800.00
23	54" Storm Drain Pipe	160	LF	\$ 130.00	\$ 20,800.00
24	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
25	Manholes (type III)	1	EA	\$ 7,500.00	\$ 7,500.00
26	Connect to Existing	11	EA	\$ 1,700.00	\$ 18,700.00
27	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 365,450.00
<u>SANITARY SEWER</u>					
28	8" Sanitary Sewer Pipe	4,630	LF	\$ 28.00	\$ 129,640.00
29	Manholes	17	EA	\$ 4,000.00	\$ 68,000.00
30	Sewer Service	86	EA	\$ 600.00	\$ 51,600.00
31	Plug & Stub	3	EA	\$ 1,000.00	\$ 3,000.00
32	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Sanitary Sewer					\$ 261,240.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
33	8" Water Line (including all appurtenances)	3,750	LF	\$ 32.00	\$ 120,000.00
34	10" Water Line (including all appurtenances)	1,230	LF	\$ 40.00	\$ 49,200.00
35	Water Plug & Stub	3	EA	\$ 1,000.00	\$ 3,000.00
36	Water Service	89	EA	\$ 2,000.00	\$ 178,000.00
37	Fire Hydrants	11	EA	\$ 4,000.00	\$ 44,000.00
38	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water Supply					\$ 414,200.00
<u>NON-POTABLE WATER</u>					
39	12" Non-Potable Water Line (including all appurtenances)	890	LF	\$ 50.00	\$ 44,500.00
40	Non-Potable Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
41	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Non-Potable Water					\$ 55,500.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,396,000.00
COST PER LOT					\$ 27,860.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE V (86 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018
Job No.: 25510.76

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	7,244	SF	\$ 5.00	\$ 36,220.00
2	Bouy	1	LS	\$ 10,000.00	\$ 10,000.00
	Subtotal Streetscape				\$ 46,220.00
<u>POCKET PARK</u>					
1	Landscape/Irrigation Improvements	50,453	SF	\$ 8.00	\$ 403,624.00
	Subtotal Pocket Park				\$ 403,624.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 449,844.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to dock, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 878-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

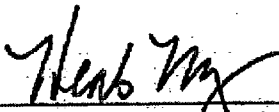
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

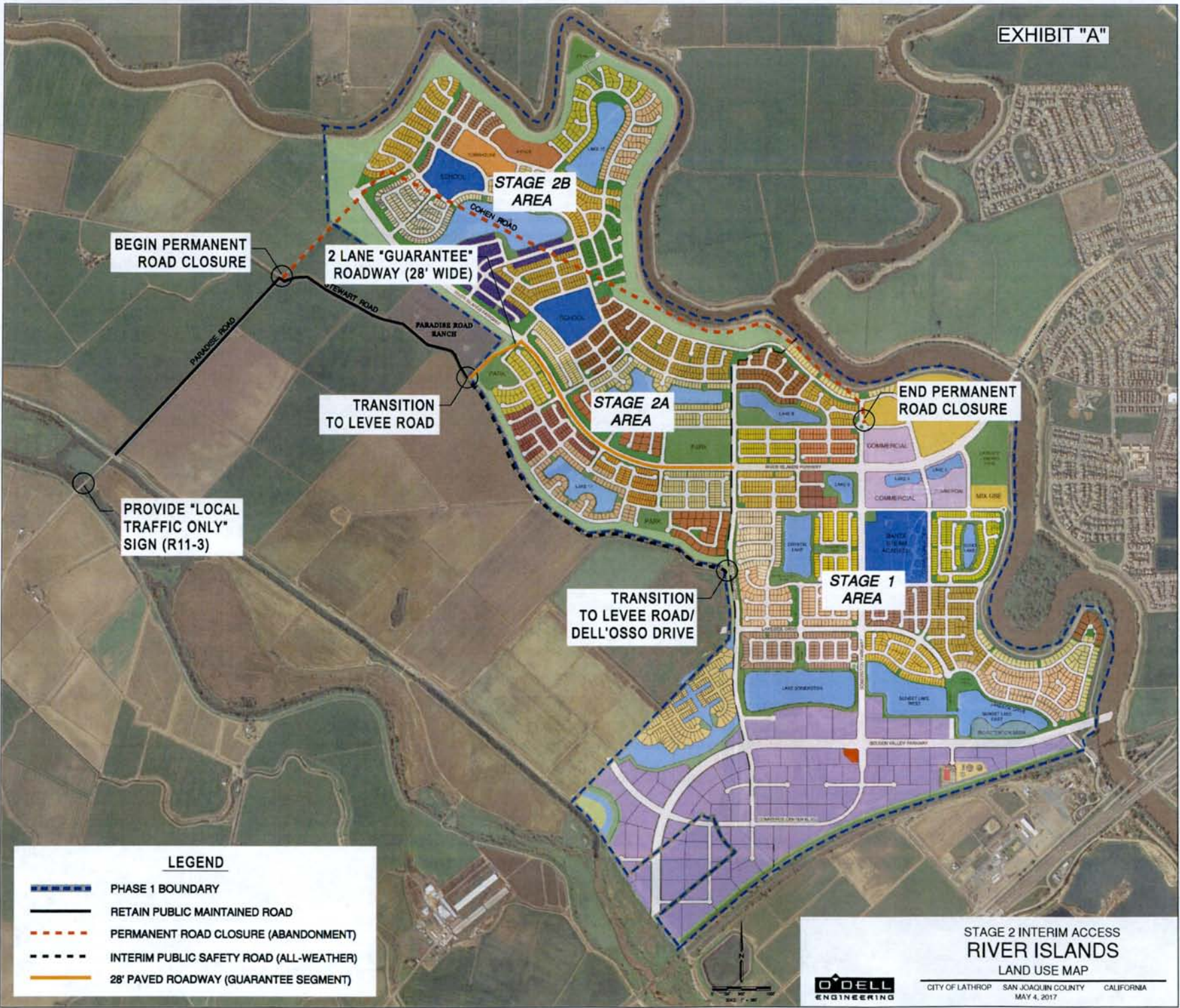
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date



BEGIN PERMANENT ROAD CLOSURE

2 LANE "GUARANTEE" ROADWAY (28' WIDE)

STAGE 2B AREA

TRANSITION TO LEVEE ROAD

STAGE 2A AREA






END PERMANENT ROAD CLOSURE

PROVIDE "LOCAL TRAFFIC ONLY" SIGN (R11-3)

TRANSITION TO LEVEE ROAD/ DELL'OSSO DRIVE

STAGE 1 AREA

LEGEND

-  PHASE 1 BOUNDARY
-  RETAIN PUBLIC MAINTAINED ROAD
-  PERMANENT ROAD CLOSURE (ABANDONMENT)
-  INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
-  28' PAVED ROADWAY (GUARANTEE SEGMENT)

STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP



CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017

EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

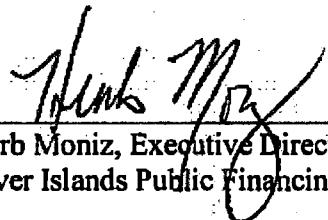
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

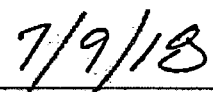
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

ENGINEER'S OPINION OF PROBABLE COST
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
 Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
RECYCLED WATER					
29	8" Recycled Water Flushing Line (including all appurtenances)	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line (including all appurtenances)	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line (including all appurtenances)	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
NON-POTABLE WATER					
34	8" Non-Potable Water Line (including all appurtenances)	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line (including all appurtenances)	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
LAKE FILL LINE					
39	16" Lake Fill Line (including all appurtenances)	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line (including all appurtenances)	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

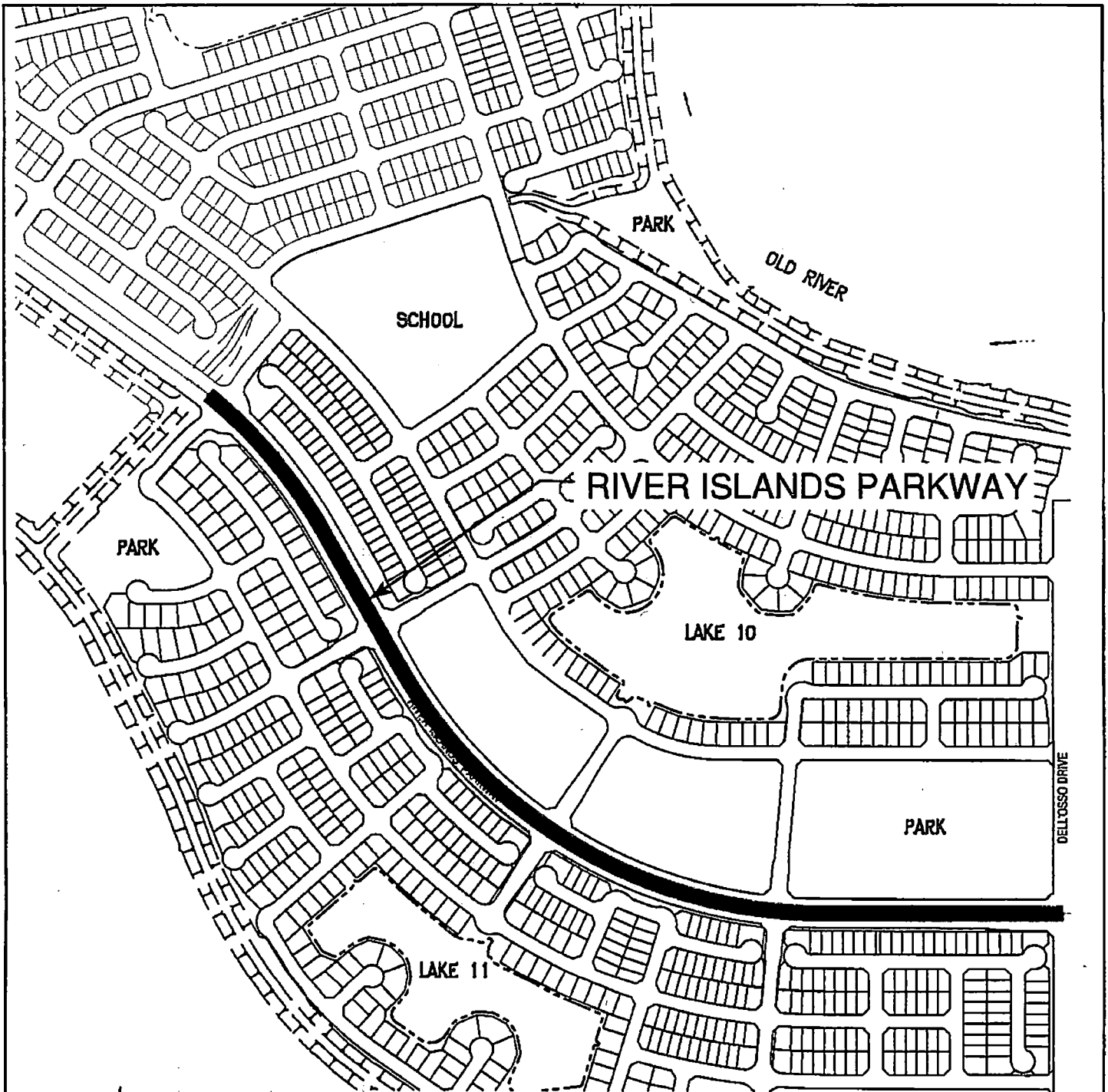
ENGINEER'S BOND ESTIMATE
 COST TO COMPLETE
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
 Job No : 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

EXHIBIT I
COMMON USE AGREEMENT FOR ENSLEN AVENUE

RECORDING REQUESTED BY
AND PLEASE RETURN TO:

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*

THIS SPACE ABOVE FOR RECORDER'S USE ONLY

**COMMON USE AGREEMENT
FOR THE STAGE 2A PORTION OF ENSLEN AVENUE
BY AND BETWEEN THE CITY OF LATHROP
AND ISLAND RECLAMATION DISTRICT NO. 2062**

This **COMMON USE AGREEMENT FOR ENSLEN AVENUE**, associated with Phase 1 of River Islands at Lathrop entered into on this **10th day of December, 2018** ("Agreement") and is made and entered into by **ISLAND RECLAMATION DISTRICT NO. 2062**, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as Enslen Avenue; a local street within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), being developed by River Islands Development, LLC, ("River Islands").
- B. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- C. River Islands has proposed Tract 3991, a final map that will create a single family subdivision within the Stage 2A sub-planning of the River Islands Site, specifically located within Village V. Tract 3991 contains a portion of Enslen Avenue, a local street that extends into a portion of the existing Levee Easements ("Village V Portion of Enslen Avenue"), as depicted in Exhibit "A" to this Agreement.
- D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide

200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 3991 and the dedication of right of way for the Village V Portion of Enslin Avenue, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Enslin Avenue right of way located within portions of the Levee Easements ("Common Use Area").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, City and District do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village V Portion of Enslin Avenue within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village V improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans that are located within the Common Use Area.
5. In the event that the future use of the Village V Portion of Enslin Avenue shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District's works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village V Portion of Enslin Avenue within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village V Portion of Enslin Avenue following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.

7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. To the extent that the City's rights to its rights of way for Enslin Avenue under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be

identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

14. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

15. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop
Attention: City Clerk
390 Towne Centre
Lathrop, CA 95330

Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330
Attention: President

17. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

18. This Agreement is governed by California law.

19. This Agreement may not be modified or amended except in writing signed by both parties.

20. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

21. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

22. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

CITY OF LATHROP
A California municipal corporation

ISLAND RECLAMATION
DISTRICT
NO. 2062 a California Reclamation
District

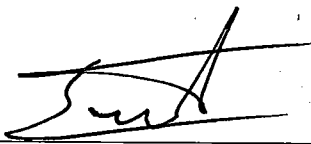
By: _____
Stephen Salvatore Date
City Manager

By: _____
Susan Dell'Osso Date
President

ATTEST:

By: _____
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM:

By:  _____ 12-5-18
Salvador V. Navarrete Date
City Attorney

Notary Acknowledgements on following

EXHIBIT "A"
COMMON USE AREA DEPICTION

EXHIBIT "A"

COMMON USE AREA - ENSLEN AVENUE VILLAGE V - RIVER ISLANDS

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2018

O'DELL
ENGINEERING

0' 20' 40' 80'
SCALE: 1" = 40'



LEGEND

- ⊙ MONUMENT TO BE SET PER (R22)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ SET 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- ③ EASEMENT REFERENCE NUMBER - SEE SHEET 3

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 15 FOR LINE AND CURVE TABLES.

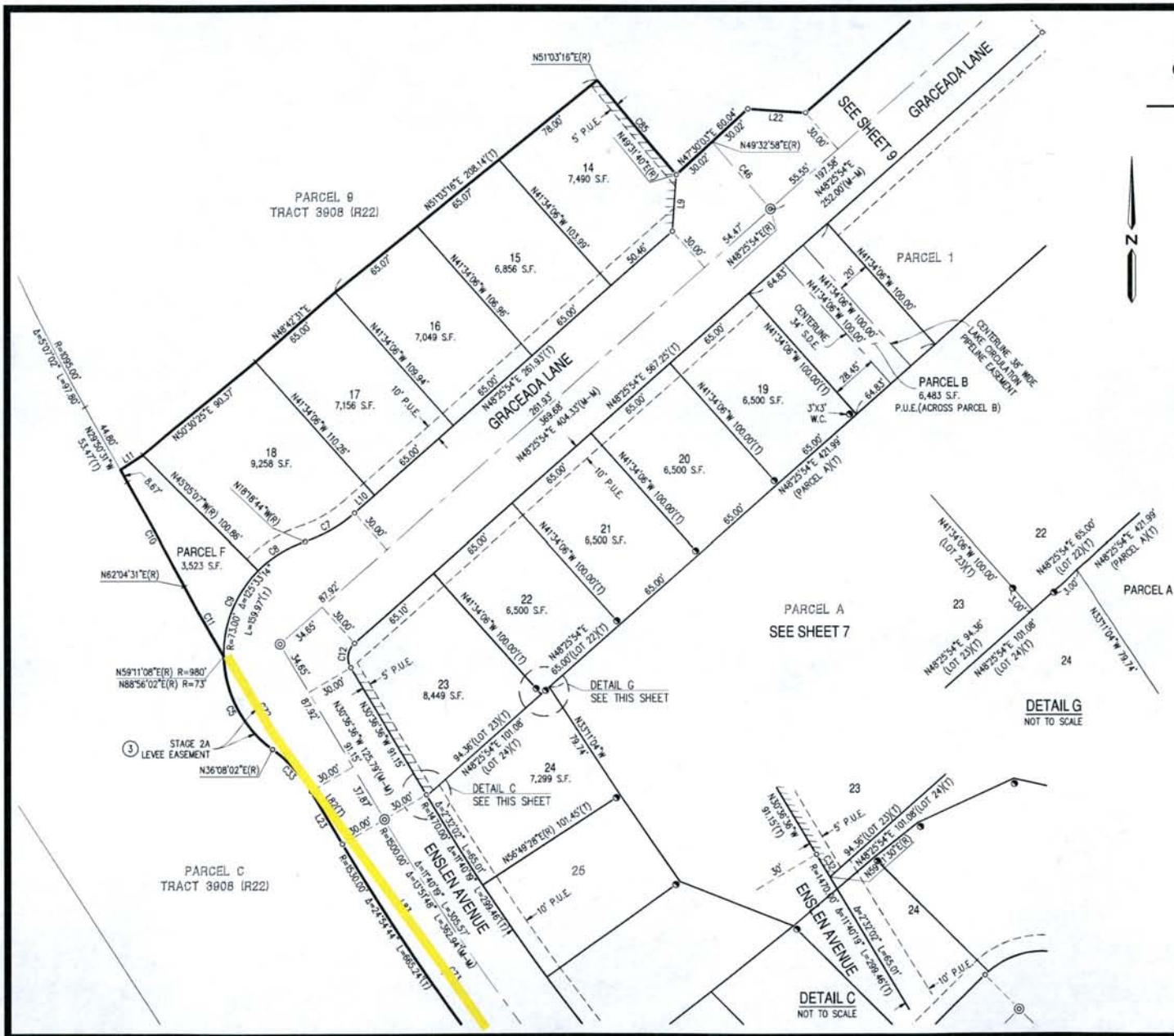


EXHIBIT "A"

COMMON USE AREA - ENSLEN AVENUE VILLAGE V - RIVER ISLANDS

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2018



0' 20' 40' 80'
SCALE: 1" = 40'

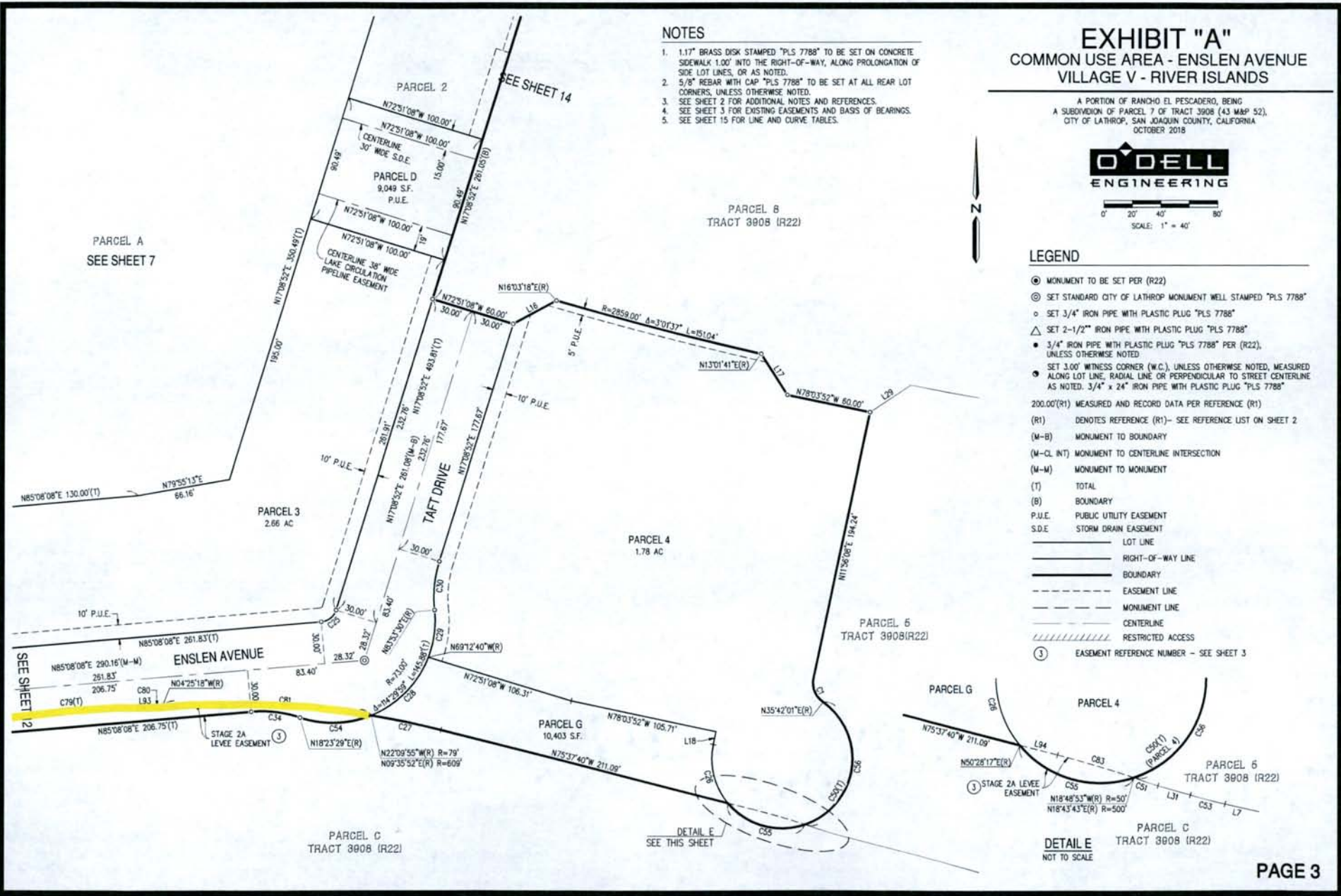
LEGEND

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5. SEE SHEET 15 FOR LINE AND CURVE TABLES.





**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ATTACHMENT 12 99

December 10, 2018

Via Email and First Class Mail

Old Republic Title Company
3558 Deer Park Drive, Suite 103
Stockton, CA 95219
Attn: Karen Sayles

Re: Recordation of Final Map 3991; Escrow No. 1614020160

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**"), 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 RID 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, 2018, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2019, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B1. One original Final Map for Tract 3991, executed and acknowledged by the City.

B2. One original Common Use Agreement for the Stage 2A Portion of Enslin Avenue by and between the City of Lathrop and Island Reclamation District No. 2062, executed and acknowledged by the City.

The document(s) listed above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

C. Funds and Settlement Statement

You also have received, or will receive from RID, 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 RID 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 RID.

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 set forth below:

- The amount of **\$84,959.12**, 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 **\$3,076.00** multiplied by **27.62 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. (Note: Parcels 1-4 reserved for future use.)

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: Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

D.2. You have not received any instructions contrary to these Escrow Instructions.

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached.

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions.

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above.

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded.
- E.2. Record the Recordation Documents in the Official Records.
- E.3. Pay the costs associated with the Transaction.

E.4. Refund any funds delivered to you by RID 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, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction.

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) A certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) A certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts. Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions,

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID 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 RID and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**CITY MANAGER'S REPORT
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING**

ITEM: **REQUEST TO TERMINATE THE INTERIM LEVEE IMPACT FEE AND REPLACE IT WITH A REGIONAL LEVEE IMPACT FEE IN THE MOSSDALE TRACT BASIN AREA**

RECOMMENDATION: **Adopt Resolution, Approving a Regional Levee Impact Fee Collection Agreement with SJAFCA and Cities of Lathrop, Manteca, Stockton and San Joaquin County in the Mossdale Tract Basin Area and Terminate the Lathrop Interim Levee Impact Fee**

SUMMARY:

In January 2017, Lathrop City Council approved an Interim Development Levee Impact Fee. Larsen Wurzel & Associates (consultant), on behalf of the Cities of Lathrop and Manteca, prepared an Interim Urban Level of Flood Protection (ULOP) Development Impact Fee Nexus Study (Nexus Study), related to the Reclamation District 17 (RD 17) Area (hereinafter referred to as the Mossdale Tract Basin Area). This Nexus Study provided the basis for a levee improvement development impact fee (Interim Levee Fee) to ensure that new development pays its proportionate share of the levee improvement costs needed to provide 200-year Urban Level of Flood Protection (ULOP) to the Mossdale Tract Basin Area.

On January 8, 2018, Council approved the Amended and Restated Joint Exercise of Powers Agreement (JEPA) for the San Joaquin Area Flood Control Agency (SJAFCA) to include the City of Lathrop and the City of Manteca as Members of the JEPA. Prior to the reorganization of SJAFCA to include the Cities of Lathrop and Manteca, funding for the Mossdale Tract ULOP Program advanced with a combination of funding from those Cities and development interests.

On November 8, 2018, the SJAFCA's Board of Directors (Board) voted unanimously to approve the Mossdale Tract Regional Levee Impact Fee Program. This fee would replace the Interim Fees in the Cities of Lathrop and Manteca once the proposed SJAFCA Fee program is fully in place. As such, the fee needs to be collected by the member agencies.

Therefore, staff recommends the Council approve the following actions; 1.) A fee collection agreement with the SJAFCA, and 2.) Terminate the Lathrop Interim Levee Impact Fee once the SJAFCA fee becomes effective (January 8, 2019).

CITY MANAGER'S REPORT Page 2
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVING A REGIONAL LEVEE IMPACT FEE COLLECTION AGREEMENT
WITH SJAFCA AND CITIES OF LATHROP, MANTECA, STOCKTON AND SJC IN
THE MOSSDALE TRACT BASIN AREA AND TERMINATE THE LATHROP
INTERIM LEVEE IMPACT FEE

BACKGROUND:

In 2007, the Legislature passed California Senate Bill 5 (SB5), which was later amended by various other bills. SB5 requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board in June 2012. SB5 restricts development beyond July 2, 2016, unless a permitting agency can make a finding of "Adequate Progress" toward providing an Urban Level of Flood Protection (ULOP), which includes protection from a 200-year flood.

The existing Reclamation District 17 (RD 17) levees currently do not meet the updated DWR 200-year urban levee design criteria (ULDC) standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies, in coordination with RD 17, are jointly pursuing efforts to achieve ULOP by 2025.

Prior to the reorganization of SJAFCA to include the Cities of Lathrop and Manteca in January 2018, funding for the Mossdale Tract ULOP Program was advanced with a combination of funding from those Cities and development interests. As part of that funding process, it was understood by those development interests that any funding provided would ultimately be creditable toward any future funding obligations associated with their development projects, including and in particular, any development impact fee program established to fund levee improvements.

The exact details of how those fee credits would be applied have not been previously formalized. With SJAFCA's assumption of the management of the program (the Mossdale Tract Program as a whole as well as the Regional Development Fee Program itself), SJAFCA would be responsible for controlling how any Fee credits are calculated (advance funding, developer construction and dedication of fee-funded facilities) and applied. SJAFCA has developed a set of Fee Crediting policies and principles to ensure that through the collection process, the crediting processes are administered equitably and consistently throughout the basin.

In coordination with the Land Use Agencies, staff and SJAFCA consultants have developed and included within the Collection Agreement a set of Fee Crediting and Reimbursement Principles (Exhibit B to the Agreement) which are summarized as follows:

- Creditable Funding will consist of all "Prior Advance Funding" collected and documented within a Credit & Reimbursement Analysis (Credit Study) to be prepared by SJAFCA.
- That creditable funding will be applicable to all of those development projects identified within the Credit Study.

DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING**APPROVING A REGIONAL LEVEE IMPACT FEE COLLECTION AGREEMENT WITH SJAFCA AND CITIES OF LATHROP, MANTECA, STOCKTON AND SJC IN THE MOSSDALE TRACT BASIN AREA AND TERMINATE THE LATHROP INTERIM LEVEE IMPACT FEE**

- The obligation to fund Levee Improvements will be based on all undeveloped acreage within the identified projects in the Credit Study as of April 2017 (when Lathrop and Manteca adopted their Interim Development Fee Programs).
- All development with issued building permits as of January 8, 2019 (when SJAFCA's development fee program is effective) is considered to be absorbed and will have a fee obligation based upon the fee rate effective on that date.
- All funding provided will first be used to satisfy this fee obligation and will then be applied proportionately to all remaining acreage on a pro-rata basis.
- Going forward, from January 8, 2019, each development permit pulled will be required to fund the remaining proportional amount of DIF due on an acreage basis.
- Any developer constructed facilities will be afforded credit for the construction of those facilities based upon the terms of an agreement between the Land Use Agency and SJAFCA. Any credits for developer construction facilities will be utilized in the same manner as Prior Advance Funding.
- In the event that a Developer is due a reimbursement as a result of providing more funding than a project's Fee obligation, reimbursements will only be provided from the collection of future Fees from other development projects in the future.
- Reimbursements will only be provided in the future once 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.
- For Land Use Agencies that are due a reimbursement for providing funding to advance the program in advance of January 1, 2018 (not including funding provided by Interim Seed Money Funding Agreement dated June 12, 2018), no reimbursements should be paid from development fees 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.
- For Land Use Agencies due to repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018, repayment will be made consistent with Section 6 of that Agreement.

SJAFCA APPROVED FEE

On November 8, 2018, the SJAFCA Board of Districts approved the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee, and delegated authority to the Executive Director to execute a collection agreement with the Cities of Lathrop, Manteca and Stockton and San Joaquin County substantially in the form attached and subject to the review and approval by Agency Counsel.

CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVING A REGIONAL LEVEE IMPACT FEE COLLECTION AGREEMENT
WITH SJAFCA AND CITIES OF LATHROP, MANTECA, STOCKTON AND SJC IN
THE MOSSDALE TRACT BASIN AREA AND TERMINATE THE LATHROP
INTERIM LEVEE IMPACT FEE

RECOMMENDATION

It is recommended that the City Council approve the Agreement for Collection of SJAFCA Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee once the DIF becomes effective (currently scheduled for January 8, 2019). The Collection Agreement commits the city to collect the SJAFCA Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee (DIF) as a condition of issuance of a building permit within the Program Area (Attachment C). Lathrop also commits to transmit to SJAFCA all amounts of DIF collected, minus the hold-back processing fee to be retained by Lathrop.

FISCAL IMPACT

Proposed and Current Development Impact Fee (DIF) are as follows:

Land Use	Proposed Regional Fee Rates (Per GDA)	City Interim Fee (Effective 4/7/2017, per GDA)	Difference
Single Family Residential	\$18,692	\$17,054	+ \$1,638
Multi-Family Residential	\$17,021	\$18,667	- \$1,646
Commercial	\$17,702	\$19,236	- \$1,534
Industrial	\$14,729	\$15,080	- \$351

The SJAFCA DIF was calculated based upon refinement of the development projects from the land use agencies. Except for the single-family residential development, the SJAFCA Fee represents a reduction in cost when compared to the Lathrop Interim Levee Fee. However, since the SJAFCA fee assumes a greater density of homes per acre, based upon projections, the cost per home has reduced as well.

The Development Fee will be collected by the Land Use Agencies in accordance with an Agreement for Collection of San Joaquin Area Flood Control Agency Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee.

ATTACHMENTS:

- A. Resolution Approving a Regional Levee Impact Fee Collection Agreement with SJAFCA and Cities of Lathrop, Manteca, Stockton and San Joaquin County in the Mosssdale Tract Basin Area and Terminate the Lathrop Interim Levee Impact Fee.
- B. Collection Agreement with SJACA for the Mosssdale Tract Area
- C. Map of Mosssdale Tract Program Area


CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVING A REGIONAL LEVEE IMPACT FEE COLLECTION AGREEMENT
WITH SJAFCA AND CITIES OF LATHROP, MANTECA, STOCKTON AND SJC IN
THE MOSSDALE TRACT BASIN AREA AND TERMINATE THE LATHROP
INTERIM LEVEE IMPACT FEE

APPROVALS:



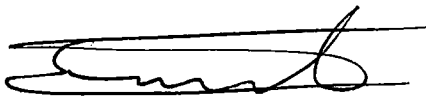
Glenn Gebhardt
City Engineer

12/5/18
Date

fw 


Cari James
Finance Director

12-05-18.
Date



Salvador Navarrete
City Attorney

12-5-18
Date



Stephen J. Salvatore
City Manager

12.5.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A REGIONAL LEVEE IMPACT FEE COLLECTION AGREEMENT
WITH SJAFCA AND CITIES OF LATHROP, MANTECA, STOCKTON AND SAN
JOAQUIN COUNTY IN THE MOSSDALE TRACT BASIN AREA AND TERMINATE
THE LATHROP INTERIM LEVEE IMPACT FEE**

WHEREAS, in January 2017, Lathrop City Council approved an Interim Development Levee Impact Fee prepared by Larsen Wurzel & Associates for the Urban Level of Flood Protection (ULOP) Interim Development Impact Fee Nexus Study (Nexus Study), related to the Reclamation District 17 Area (hereinafter referred to as the Mossdale Tract Basin Area); and

WHEREAS, on January 8, 2018, Lathrop City Council approved the Amended and Restated Joint Exercise of Powers Agreement (JEPA) for the San Joaquin Area Flood Control Agency (SJAFCA) to include the City of Lathrop and the City of Manteca as Members of the JEPA; and

WHEREAS, on November 8, 2018, the SJAFCA's Board of Directors (Board) voted unanimously to approve the Mossdale Tract Regional Levee Impact Fee Program; and

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 that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the applicable Development Impact Fee for the development project for which such building permit is to be issued; and

WHEREAS, this development impact fee would replace the Interim Fees in the Cities of Lathrop and Manteca once the proposed SJAFCA Fee program is fully in place; and

WHEREAS, Collection Agreement includes Fee Crediting and Reimbursement Principals.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee; and

NOW, THEREFORE FURTHER, BE IT RESOLVED, that the City Council of the City of Lathrop terminates the Lathrop Interim Levee Impact Fee once SJAFCA Levee Fee is effective (currently scheduled for January 8, 2019).

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of December, 2018, by the following vote:


AYES:
NOES:
ABSTAIN:
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**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;” and
- d. City of Manteca, hereinafter referred to as “Manteca.”

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, County, the San Joaquin County Flood Control and Water Conservation District (“SJCFWCWCD”), 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 has exercised this authority by approving **Resolution 18-21** Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF Resolution"), which is attached hereto as Exhibit A and incorporated herein by this reference, 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 has called for the preparation of the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") which is attached as Exhibit 1 to the DIF Resolution, that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF") and sets forth the required findings required by Government Code Section 66000 et. seq.

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 Exhibit 1 to the DIF Resolution (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 applicable 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 January 8, 2019, the Land Use Agencies shall collect the 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 (as shown in Exhibit 1 to the DIF Resolution). 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 establish 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 following any adjustments made by SJAFCA to the DIF. The Land Use Agencies shall commence collection of the adjusted DIF sixty (60) calendar days following such notification.

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 this 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 construct a portion of the Program; or,

- c. The Land Use Agency itself has funded the planning, design and/or construction of 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. Indemnification.

a. Except as provided in Section 10.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.

11. 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 SJCFWCD:

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: Lisa Blackmon, 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.

12. Term. This Agreement shall be effective once executed by SJAFCA and one of the Land Use Agencies, as to SJAFCA and that Land Use Agency, and then shall be effective as to each additional Land Use Agency once executed by that Land Use Agency, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 13, or (ii) all four Land Use Agencies have terminated the Agreement in accordance with Section 13.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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: ROBERT V. ELLIOTT
Title: Chairman, Board of Supervisors

By:
Title:

ATTEST: _____
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

ATTEST: _____
Clerk of the City of Stockton

By: MIMI DUZENSKI
Title: Clerk

By:
Title:

RECOMMENDED FOR APPROVAL:

CITY OF LATHROP,
a municipal Corporation

By: KRIS BALAJI
Title: Director of Public Works

By: STEPHEN J. SALVATORE
Title: City Manager

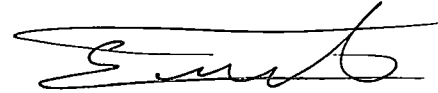
APPROVED AS TO FORM

ATTEST:
Clerk of the City of Lathrop

By: LAWRENCE P. MEYERS
Title: Deputy County Counsel

By: TERESA VARGAS
Title: City Clerk

APPROVED AS TO FORM:
City Attorney



By: SALVADOR NAVARRETE
Title: City Attorney

CITY OF MANTECA,
a municipal Corporation

By:
Title:

ATTEST: _____
Clerk of the City of Manteca

APPROVED AS TO FORM:
_____, City Attorney

By:
Title:

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:
Agency Counsel

By: CHRIS ELIAS
Title: Executive Director

By: Scott L. Shapiro

EXHIBIT A
DIF Resolution
(To be inserted once approved)

RESOLUTION NO. SJAFCA 18-21

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

**ADOPTING THE
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL
OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE
AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO
EXECUTE A COLLECTION AGREEMENT**

WHEREAS, in January of 2018 the City of Stockton (Stockton), the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWCD"), the City of Lathrop (Lathrop), and the City of Manteca (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 Mosssdale 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, after giving notice pursuant to California Government Code Section 6062a, a public hearing was held pursuant to California Government Code Section 66018 on November 8, 2018 at the regularly scheduled meeting of the Board of Directors of the Agency (the "Board");

WHEREAS, at such hearing, Agency staff presented the Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") regarding the imposition of a Development Impact Fee pursuant to the Mitigation Fee Act on new development within certain boundaries. The Nexus Study (attached hereto as Exhibit 1) was prepared and the Development Impact Fee is proposed to be imposed 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 Mosssdale 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; and

WHEREAS, at such public hearing, written and oral presentations from interested members of the public regarding such Nexus Study and adoption of such a Development Impact Fee were accepted and considered by the Board of Directors.

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 that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the applicable Development Impact Fee for the development project for which such building permit is to be issued, and the Land Use Agencies have expressed a willingness to do so.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board adopts the Nexus Study and the Development Impact Fee as described therein. Such Nexus Study is hereby made a part of this Resolution.

2. The Board hereby finds that there is a reasonable relationship between use of the Development Impact Fee, as described in the Nexus Study, and the types of development projects described therein.

3. The Board finds that there is a reasonable relationship between the need for the public facilities and the type of development projects on which the fee is imposed as described in the Nexus Study.

4. The Board finds that there is a reasonable relationship between the amount of the Development Fee and the cost of the public facilities or portions thereof attributable to the development on which such fee is exposed, all as described in the Nexus Study.

5. The Development Fee will be collected by the Land Use Agencies in accordance with an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale 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 presented to the Board at the November 8, 2018 meeting.

6. Agency will create a special interest bearing fund entitled "Development Impact Fee Fund" into which all Development Impact Fees (DIF) will be deposited and held until disbursed in accordance with the provisions of the Mitigation Fee Act.

7. Revenues within the Development Impact Fee Fund established by Section 6 hereof may be used, at the discretion of the Board of Trustees and to the extent permitted by law to:

- Fund construction of the DIF Projects identified in the Nexus Study;
- Repay any loans or advances of funds for construction of the DIF Projects;
- Fund principal and interest payments of any capital improvement bonds or the retirement of any such bonds issued in connection with the DIF Projects;
- Fund costs related to the establishment and administration of the DIF; and

- Such other purposes as may be permitted by law.

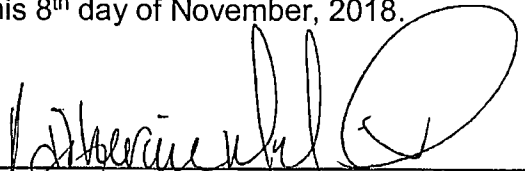
8. The Board shall periodically review actual DIF Project costs and DIF collections to determine if any modifications to the development fee program are warranted based on the following conditions:

- Changes to the DIF Projects;
- Changes in the cost of administering the DIF;
- Changes in annual financing costs;
- Changes in assumed land uses; and
- Changes in other funding sources.

These periodic reviews shall occur no less than every five years. Any modifications to the fee program shall be approved by the Board.

9. Adoption of the DIF is not a "project" under the California Environmental Quality Act because it is a funding mechanism having no physical effect on the environment.

PASSED, APPROVED AND ADOPTED this 8th day of November, 2018.



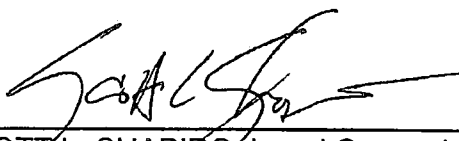
Katherine M. Miller, Chair
of the San Joaquin Area
Flood Control Agency

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 B

Crediting & Reimbursement 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 (SJAFC) 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 SJAFC.
- 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 SJAFC'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 SJAFC 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.

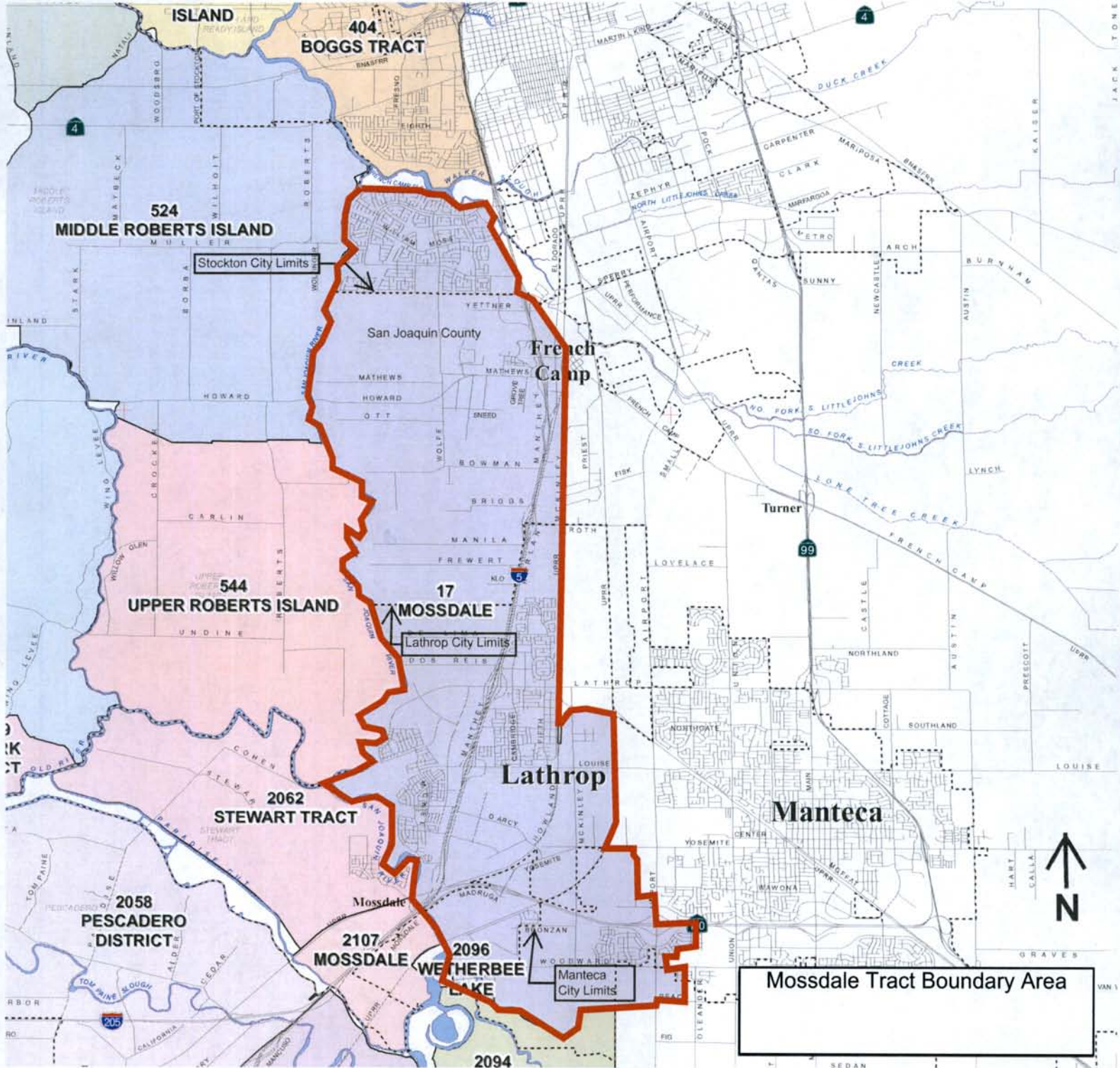
For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

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.



Mossdale Tract Boundary Area

**CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP PS 19-05 WARREN AVENUE
SIDEWALK IMPROVEMENT PROJECT, APPROVE
RELATED BUDGET AMENDMENT, AND
AUTHORIZE MEASURE K COOPERATIVE
AGREEMENT FOR THE PROJECT**

RECOMMENDATION: **Adopt a Resolution Approving the Creation of
CIP PS 19-05 Warren Avenue Sidewalk
Improvement Project, Related Budget
Amendment, and Measure K Cooperative
Agreement**

SUMMARY:

Creation of a new Capital Improvement Project (CIP) PS 19-05 for the Warren Avenue Sidewalk Improvements is needed to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School. The project will complete a sidewalk gap on Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street. The upgrade will include a 7-foot parking lane adjacent to the travel lanes, 2-foot curb and gutter, 5.5-foot sidewalks, and ADA compliance on both sides of the road.

The City of Lathrop submitted an application for Measure K funding and was awarded \$449,100 to design and construct this project. The execution of a Measure K Cooperative Agreement with San Joaquin Council of Governments (SJCOC) is required prior to the City requesting reimbursement of these funds.

Staff is requesting that City Council approve the creation of CIP PS 19-05 with a total initial budget of \$549,100, allocate \$100,000 (10% local match of \$49,900 and \$50,100 for cash flow) from the Fund 2030 Gas Tax 2105, and approve the proposed Measure K Cooperative Agreement. The creation of this CIP, allocation of funds and approval of the agreement will allow staff to move forward with engineering design and construction.

BACKGROUND:

Warren Avenue currently lacks continuous pedestrian access. The proposed project would provide a newly constructed sidewalk to close the approximately 1000-foot sidewalk gap on Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street. This will allow the community, students and parents a direct route through the residential community from Warren Avenue to Jasper Street and Boulder Avenue to Stonebridge Lane, which is directly adjacent to the Joseph Widmer Jr. Elementary School.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENT
PROJECT, BUDGET AMENDMENT, AND APPROVE MEASURE K COOPERATIVE
AGREEMENT

Existing conditions require those living south of Warren Avenue and west of Avon Avenue to utilize Harlan Road, an arterial roadway per the City’s General Plan, with a posted speed limit of 45 mph. Harlan Road has significantly more vehicular and truck traffic than the local residential neighborhood and collector road of Warren Avenue. Connectivity to the Elementary School and adjacent Stonebridge Park through the residential neighborhood reduces the potential for incidents among pedestrians and vehicles on Harlan Road, along with providing a safe route that pedestrians feel comfortable utilizing. Additionally, the project will provide access to several key destinations via walking and biking and support the use of a nearby transit stop.

REASON FOR RECOMMENDATION:

Creation of a new Capital Improvement Project (CIP) PS 19-05 for the Warren Avenue Sidewalk Improvements is needed to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School. The creation of this CIP, allocation of funds and approval of the Cooperative Agreement will allow staff to move forward with engineering design and construction.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

This agenda item promotes Economic Growth and Public Safety by providing the community, students, and parents a continuous sidewalk route with access to Joseph Widmer Jr. Elementary School and public transit.

FISCAL IMPACT:

Staff is requesting that City Council authorize a budget transfer of \$100,000 from the Fund 2030 Gas Tax 2105 to create CIP PS 19-05. The City is only required to provide a 10% match of \$49,900; therefore, the remaining \$50,100 will be used to cash flow the project. Upon execution of the Cooperative Agreement, the City will be eligible to receive reimbursement for money spent up to \$449,100 of Measure K funding on the design and construction of the project. Staff requests the following budget amendment:

Revenue		
2110-8000-332-0100		\$449,100.00
Transfer Out		
2030-9900-990-9010		\$100,000.00
2110-9900-990-9010		\$449,100.00
Transfer In		
3310-9900-393-000	PS 19-05	\$549,100.00

DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING

CREATE CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENT PROJECT, BUDGET AMENDMENT, AND APPROVE MEASURE K COOPERATIVE AGREEMENT

Appropriation

3310-8000-420-1200 PS 19-05 \$481,000.00

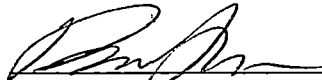
3310-8000-420-8400 PS 19-05 \$68,100.00

ATTACHMENTS:

- A. Resolution Approving the Creation of CIP PS 19-05 Warren Avenue Sidewalk Improvement Project, Related Budget Amendment, and Measure K Cooperative Agreement
- B. Measure K Renewal Cooperative Agreement (C-19-012) for Warren Avenue Safe Routes to School
- C. Vicinity Map

CITY MANAGER'S REPORT
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENT
PROJECT, BUDGET AMENDMENT, AND APPROVE MEASURE K COOPERATIVE
AGREEMENT

APPROVALS:



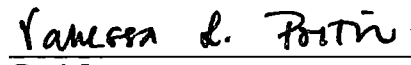
Brad Taylor
Associate Engineer

12/5/18
Date




Michael King
Assistant Public Works Director

12-5-18
Date

for 

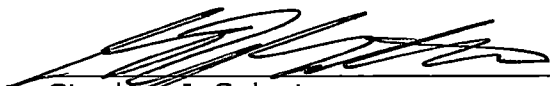
Cari James
Director of Finance

12-05-18
Date



Salvador Navarrete
City Attorney

12-5-18
Date



Stephen J. Salvatore
City Manager

12-5-18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF CIP PS 19-05 WARREN AVENUE SIDEWALK
IMPROVEMENT PROJECT, RELATED BUDGET AMENDMENT, AND MEASURE K
COOPERATIVE AGREEMENT**

WHEREAS, sidewalk improvements along Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street are needed to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School; and

WHEREAS, staff is requesting that City Council approve the creation of CIP PS 19-05 Warren Avenue Sidewalk Improvement Project;

WHEREAS, the Warren Avenue Sidewalk Improvement Project would complete a sidewalk gap by adding new street parking, curb/gutter, and ADA compliant sidewalks; and

WHEREAS, staff submitted a Measure K Bicycle, Pedestrian, and Safe Routes to School and Smart Growth Incentive Program Application to the San Joaquin Council of Governments (SJCOG) for funding the Warren Avenue Sidewalk Improvement Project; and

WHEREAS, SJCOG has approved programming of \$449,100 of Measure K funds for the Warren Avenue Sidewalk Improvement Project; and

WHEREAS, the City of Lathrop must enter into a Measure K Cooperative Agreement with SJCOG in order for the City to receive Measure K funding reimbursements for money already spent; and

WHEREAS, staff is requesting that City Council authorize a budget transfer of \$100,000 from the Fund 2030 Gas Tax 2105 to create CIP PS 19-05, \$49,900 to fund the required 10% match and \$50,100 to cash flow the project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of CIP PS 19-05; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a measure K Cooperative Agreement with SJCOG and programming of \$449,100 of Measure K funding; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the following amendment to the following accounts:

Revenue		
2110-8000-332-0100		\$449,100.00
Transfer Out		
2030-9900-990-9010		\$100,000.00
2110-9900-990-9010		\$449,100.00
Transfer In		
3310-9900-393-000	PS 19-05	\$549,100.00
Appropriation		
3310-8000-420-1200	PS 19-05	\$481,000.00
3310-8000-420-8400	PS 19-05	\$68,100.00

The foregoing resolution was passed and adopted this 10th day of December 2018, 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

**MEASURE K RENEWAL
COOPERATIVE AGREEMENT (C-19-012)
FOR
WARREN AVENUE SAFE ROUTES TO SCHOOL**

This Cooperative Agreement (“Agreement”) is made and entered into this 10th day of December, 2018 by and between the CITY OF LATHROP (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS acting as the Local Transportation Authority (“Authority”). Sponsor and Authority may each be referred to herein as “Party” or collectively as “Parties.”

RECITALS

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

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

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

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in an amount up to \$449,100; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$449,100 or 90.00%, whichever is less of the total project costs as listed in Exhibit “A”; and

WHEREAS, any difference in cost which results in less than \$449,100 of Measure K Renewal funds being spent on the Project shall be retained by the Authority for reallocation to any other eligible project; and

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

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

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

AGREEMENT

SECTION I Covenants of Sponsor

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

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit “A” may not be implemented until it has been approved by the Authority. In no event will a change of scope result in the Authority reimbursing more than \$449,100.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be as specified in Exhibit “A” or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

1.4. Utility Relocation. It is understood that utility relocation are not part of the eligible reimbursement costs of the Agreement.

1.5. Measure K Renewal Percentage Share Defined. For this Project, the estimated Measure K Renewal share of eligible reimbursements shall not exceed the lesser of \$449,100 or 90.00% of the total project costs listed in Exhibit “A”.

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

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

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

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

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

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

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$449,100 of the total eligible costs set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

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

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

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

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

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

SECTION II Covenants of Authority

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

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

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

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

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The total reimbursement percentage share for this Project shall not exceed the lesser of \$449,100 and the available Measure K Renewal funds per fiscal year as specified in Exhibit "A".

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

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

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

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

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

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

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

SECTION III Mutual Covenants

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

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

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

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

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

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

3.3.a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that,

pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

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

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

TO AUTHORITY:

Andrew T. Chesley
Executive Director
San Joaquin County Transportation Authority
555 E. Weber Avenue
Stockton, CA 95202

TO SPONSOR:

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

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

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

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

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

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

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

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

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

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

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

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LATHROP

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

STEPHEN J. SALVATORE
City Manager

ROBERT RICKMAN
Chair

ATTEST:

ATTEST:

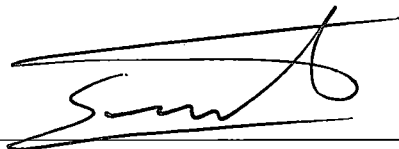
By: _____

By: _____

TERESA VARGAS
City Clerk

ANDREW T. CHESLEY
Executive Director

APPROVED AS TO FORM:

By:  _____

By: _____

SALVADOR NAVARRETE
City Attorney

STEVE DIAL
Deputy Executive Director/CFO

EXHIBIT A

**City of Lathrop
 Warren Avenue Safe Routes to School**

1. Project Name, Location:

Warren Avenue Safe Routes to School, Lathrop, CA
 (See Attached Project Vicinity Map)

2. Project Sponsor, Contact Person, Phone Number:

City of Lathrop
 Brad Taylor, Associate Engineer
btaylor@ci.lathrop.ca.us

3. Project Scope of Work:

Warren Avenue is located 0.5 miles from Joseph Widmer Jr. Elementary School. Currently, there is no sidewalk on Warren Avenue between Jasper Street and Reverend Maurice Cotton (RMC) Drive. This project closes the gap on Warren Avenue and provides a safer route to Joseph Widmer Jr. Elementary School. Warren Avenue as it exists only provides sidewalk access between Harlan Road and RMC Drive. This project will allow students and pedestrians within the local disadvantaged neighborhood a more direct route than currently exist and will provide up-to-date curb ramps at the three unsignalized street intersections.

The project will implement Safe Routes to School improvements including new curb and gutter and ADA improvements on sidewalks, driveways and curb ramps along Warren Avenue in order to provide pedestrian connectivity through to Joseph Widmer Jr. Elementary School. The project includes a 7' parking lane adjacent to travel lanes, 2' curb and gutter, and 5.5' sidewalks on both sides of the road.

Eligible expenditures for this cooperative agreement include environmental, design, construction, and construction management. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

4. Expected Time of Delivery of Overall Project:

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Design/ Environmental	12/10/2018	02/31/2019
Final Design	12/10/2018	05/31/2019
Right of Way Acquisition	N/A	N/A
Construction	08/01/2019	01/31/2020

Exhibit A (cont.)

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

	<u>Measure K Amount</u>	<u>Total Cost</u>
Preliminary Design/ Environmental	\$18,900	\$21,000
Final Design	\$36,900	\$41,000
Right of Way Acquisition	N/A	N/A
Construction	\$393,300	\$437,000

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

	<u>FY 18/19</u>	<u>FY 19/20</u>	
July - September	\$0	\$44,700	
October - December	\$25,600	\$44,700	
January - March	\$44,700	\$44,700	
April - June	\$44,700	\$200,000	
TOTAL	\$115,000	\$334,100	\$449,100

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

	<u>Amount</u>	<u>Percentage</u>
Measure K Bicycle, Pedestrian, and Safe Routes to School Competitive Program	\$449,100	90.00%
City of Lathrop funds	\$49,900	10.00%
TOTAL	\$499,000	100%

8. Project Vicinity Map (see attached):



LEGEND

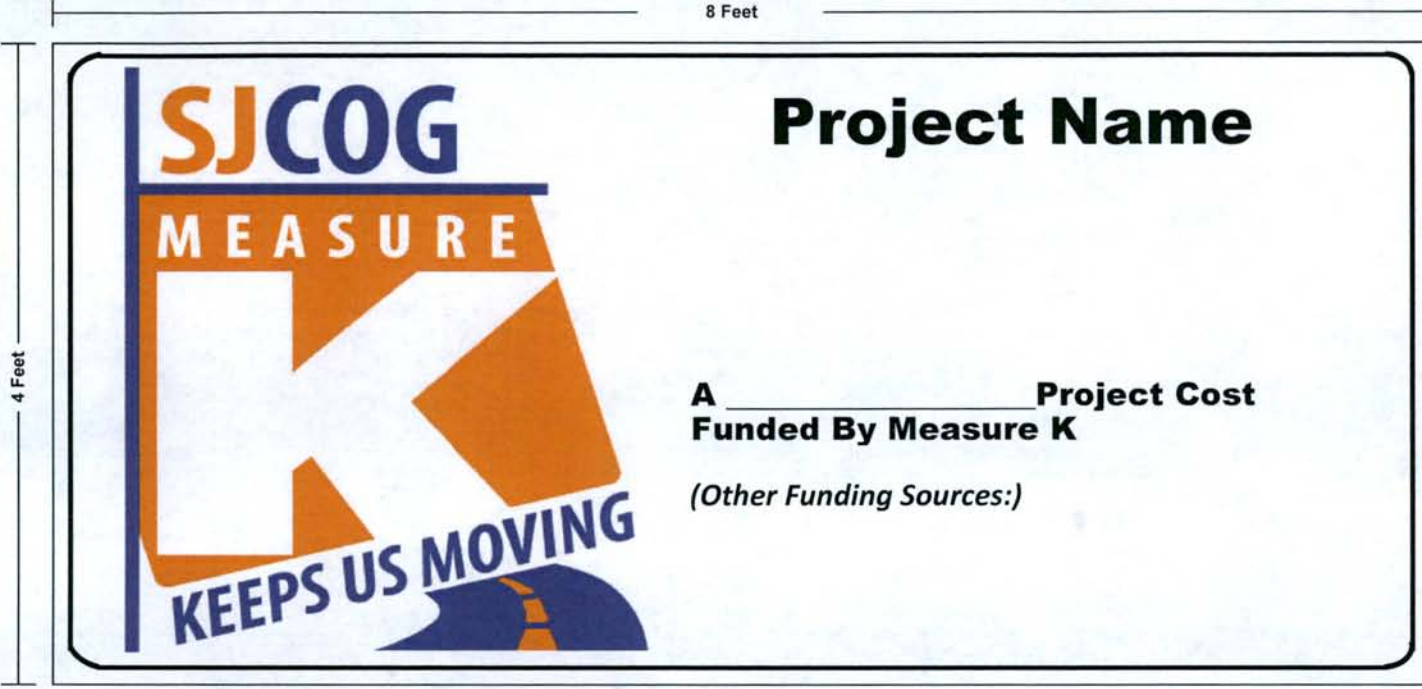
- - - - Project Boundary
- - - - Disadvantaged Community Boundary
- Key Community Destinations
- Bus / Transit Facilities
- ▬ Schools



**PROJECT BOUNDARIES,
 ACCESS AND DESTINATIONS**

CITY OF LATHROP
 WARREN AVENUE IMPROVEMENTS





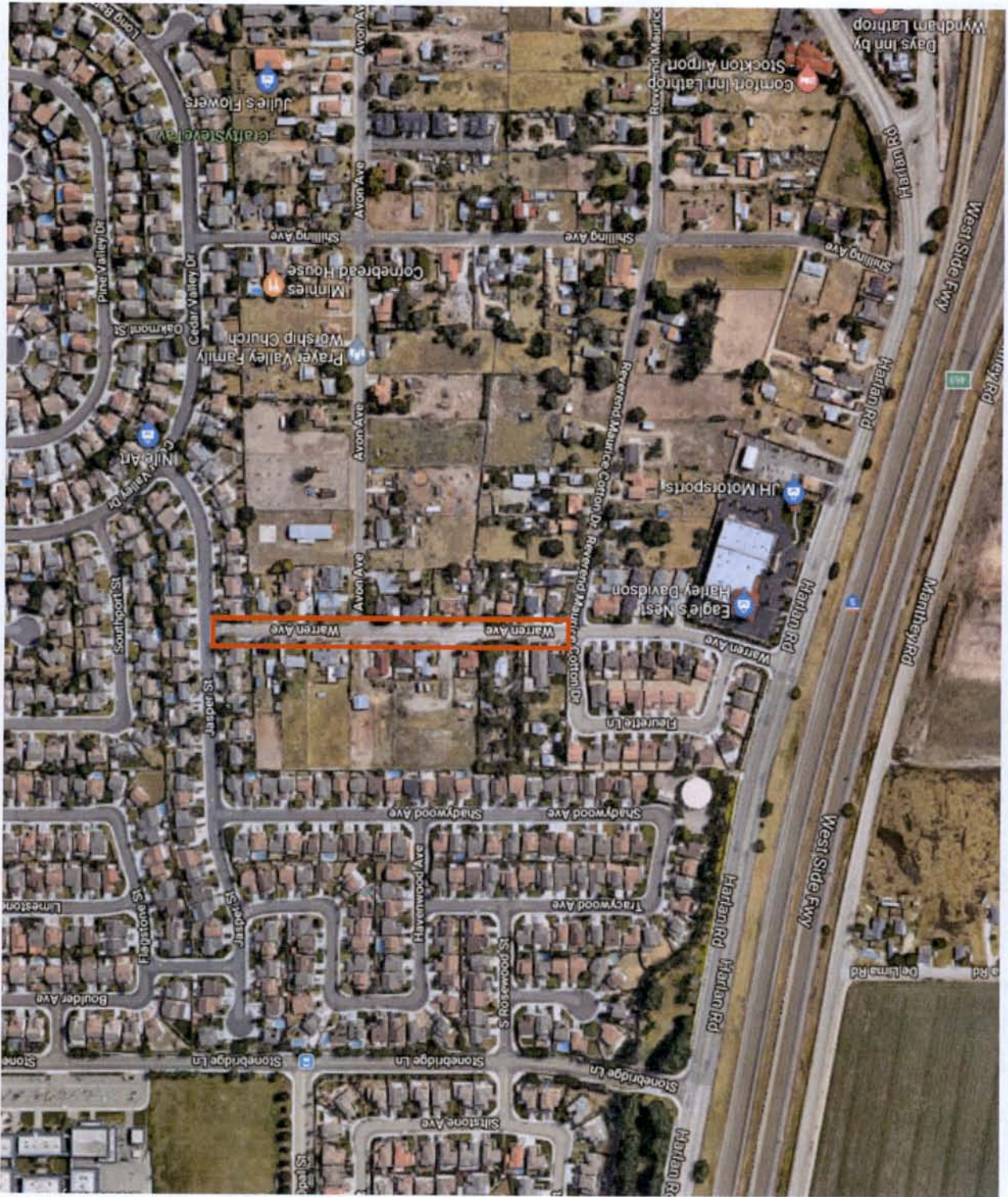
SJCOCG Logo
 Orange Pantone #1595
 Blue Pantone #2945
 White background

Measure K Logo:
 36" x 34 "
 Orange and blue lettering on white background

Project Name
 8" Upper case black lettering
 White background
 Black outline

Project Cost, Matching Funds, Partner(s):
 6" Upper case and 4" lower case black lettering
 White background
 Black outline
 All sign features to be reflectorized (engineer-grade Scotchlite)

Exhibit B



C. Vicinity Map

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ITEM 5.1

CITY MANAGER'S REPORT DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING

ITEM: COUNCIL TO DISCUSS AND CONSIDER A NEW CLEAN ENERGY FINANCING PROGRAM FOR PRIVATE COMMERCIAL AND RESIDENTIAL IMPROVEMENTS FROM CMFA OPEN PACE PROGRAM

RECOMMENDATION: City Council to Receive Information Related to a New Clean Energy Financing Program, and Consider Adoption of:

- A. Proposed Resolution to Approve the California Municipal Finance Authority (CMFA) Joint Exercise of Powers Agreement and to Join the CMFA PACE Program
- B. CMFA Exercise of Powers Agreement Relating to the California Municipal Finance Authority
- C. Participation Agreement between the CMFA, Energy Efficiency Equity LLC, and the City of Lathrop
- D. Participation Agreement between the CMFA, BlueFlame PACE Services LLC, and City of Lathrop
- E. Participation Agreement between the CMFA, OnPACE Energy Solutions LLC, and City of Lathrop
- F. Participation Agreement between the CMFA, PACE Equity LLC, and the City of Lathrop
- G. Participation Agreement between the CMFA, Samas Capital LLC, and City of Lathrop
- H. Participation Agreement between the CMFA, Structured Finance Associates LLC, and City of Lathrop
- I. Participation Agreement between the CMFA, Twain Community Partners II LLC, and the City of Lathrop

SUMMARY:

On May 2, 2016, the City Council approved the City's first clean energy financing program, known as the Home Energy Renovation Opportunity (HERO) Financing Program through the Property Assessment Clean Energy (PACE) Program with Renovate America, Inc. On December 4, 2017, the City Council approved similar clean energy financing programs with CSCDA Open PACE, Figtree PACE, and Golden State Finance Authority.

CITY MANAGER'S REPORT **Page 2**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CONSIDER CLEAN ENERGY FINANCING PROGRAM FROM CMFA OPEN PACE

At the October 8, 2018 City Council Meeting, Travis Cooper, Financial Advisor with the California Municipal Finance Authority (CMFA) spoke during citizen's forum requesting Council consideration of a new clean energy financing program, similar to those previously adopted by City Council in 2016 and 2017. Mr. Cooper also expressed to the Council that one of their Commercial PACE administrators has a potential solar project for the Hampton Inn in Lathrop, and in order to provide financing to the Hampton Inn they would require Council approval of their program. The Council directed staff to receive information and return to Council with additional information.

Tonight, the City Council will receive an overview of the CMFA Open PACE Program, and after the information is received Council can discuss and consider the following options:

Option 1 - Take no further action; or

Option 2 - Adopt the attached Resolution (Attachment A) and authorize the City's participation in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program:

- a. Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions;
- b. Authorizing the Mayor to execute the Joint Exercise of Powers Agreement to join CMFA (Attachment B); and
- c. Authorizing the Mayor to execute a Participation Agreement between CMFA, Energy Efficiency Equity LLC, and the City of Lathrop (Attachment C)
- d. Authorizing the Mayor to execute a Participation Agreement between CMFA, BlueFlame PACE Services LLC, and City of Lathrop (Attachment D)
- e. Authorizing the Mayor to execute a Participation Agreement between CMFA, OnPACE Energy Solutions LLC, and City of Lathrop (Attachment E)
- f. Authorizing the Mayor to execute a Participation Agreement between CMFA, PACE Equity LLC, and the City of Lathrop (Attachment F)
- g. Authorizing the Mayor to execute a Participation Agreement between CMFA, Samas Capital LLC, and City of Lathrop (Attachment G)
- h. Authorizing the Mayor to execute a Participation Agreement between CMFA, Structured Finance Associates, LLC and City of Lathrop (Attachment H)
- i. Authorizing the Mayor to execute a Participation Agreement between CMFA, Twain Community Partners II, LLC and the City of Lathrop (Attachment I)

CITY MANAGER'S REPORT **Page 3**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CONSIDER CLEAN ENERGY FINANCING PROGRAM FROM CMFA OPEN PACE

BACKGROUND:

Assembly Bill (AB) 811, signed into law on July 21, 2008, and AB 474, effective January 1, 2010, authorize a legislative body to designate an area within which authorized public officials and property owners may enter into contractual assessments to finance the installation of renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property. Since enactment of AB 811 in 2008, additional legislation has been passed by Governor Brown to expand the authorization that allows cities, counties, and other public agencies to enter into contractual assessments to finance the installation of specific improvements, such as;

- *AB 474 (2009) – Added water efficiency improvements permanently affixed to real property.*
- *SB 1340 (2010) – Added electrical vehicle charging equipment permanently fixed to residential, commercial, industrial or other real property.*
- *SB 555 (2011) – Added energy efficiency, water conservation and renewable energy improvements affixed to the types of facilities that a community facilities district may finance.*
- *SB 96 (2013) - Includes language which directs the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) to develop the PACE Loss Revenue Program to mitigate the potential risk to mortgage lenders associated with residential financing. This is a \$10 million Loss Reserve designed to make first mortgage lenders whole for losses in a foreclosure or a forced sale that are attributable to a lien covered under the PACE program.*

On May 2, 2016, the City Council approved the City's first Home Energy Renovation Opportunity (HERO) Financing Program through the Property Assessment Clean Energy (PACE) Program with Renovate America, Inc. HERO is a financing program for providing eligible energy efficient, water efficient, and renewable energy products. HERO is a Property Assessed Clean Energy (PACE) Program, which is administered by the Western Riverside Council of Governments (WRCOG), and has been offered to cities and counties throughout California. On December 4, 2017, the City Council approved similar financing programs with CSCDA Open PACE, Figtree PACE, and Golden State Finance Authority.

At the October 8, 2018 City Council Meeting, Travis Cooper, Financial Advisor with the California Municipal Finance Authority spoke during citizen's forum requesting Council consideration of similar clean energy financing programs. Mr. Cooper also expressed to the Council that one of their Commercial PACE administrators has a potential solar project for the Hampton Inn in Lathrop, and in order to provide financing to the Hampton Inn they would require Council approval of their program.

The Council directed staff to receive information and return to Council with additional information. Below is a summary of key points for Council consideration based on the information provided by Mr. Cooper:

CMFA Open PACE Program

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 300 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity, Inc. (Residential Provider); BlueFlame PACE Services LLC (Commercial Provider); OnPACE Energy Solutions, LLC (Commercial Provider); PACE Equity, LLC (Commercial Provider); Petros PACE Administrator, LLC (Commercial Provider); Samas Capital LLC; Structured Finance Associates, LLC (Commercial Provider); and Twain Community Partners II LLC (Commercial Provider); are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

The CMFA Open PACE Program does not subordinate to mortgages, or subordinate into second position behind an FHA, VA, or Conventional loan(s). For a short period of time program administrators provided the option of limited subordination, but as the industry has evolved it has been determined that other and more efficient mechanisms (i.e. prepayments or negotiations as part of the sale of a home) are available to homeowner to address PACE loans.

ANALYSIS OF THE JOINT EXERCISE OF POWERS AGREEMENT

The CMFA Open PACE Program guarantees that participation in this program is a cost effective means of offering property owners the opportunity to make energy and water efficiency retrofits to their property and create new local jobs. Property owners will repay the financing as a charge on their property tax bill over a period of years. Per the CMFA Open PACE Program, benefits to the property owner include:

- Competition: CMFA Open PACE currently provides multiple PACE administrator options to property owners. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.
- Savings: Renewable energy, energy efficiency, and water conservation improvements help lower utility bills.
- Payment obligation is tied to the property: The debt should not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- 100% Voluntary: Property owners choose to participate in the program at their own discretion.
- Repayment obligation matched to the useful life of the financed improvements: The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years.
- Prepayment options: Property owners can pay off the assessments at any time without penalty.
- Improved quality of life: Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-paned windows are installed.

Per the CMFA Open PACE Program, benefits to the City include:

- Prequalified PACE Administrators: The CMFA's Board has pre-qualified the PACE administrators based on their business practices, qualifications, experience and capital commitment to the PACE market.
- Single Resolution: The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- No City Obligation: The City is not responsible nor obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City. The City is fully indemnified by each Participation Agreement (Section 3 of each Participation Agreement and Section 13 of the JPA).

CITY MANAGER'S REPORT **Page 6**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CONSIDER CLEAN ENERGY FINANCING PROGRAM FROM CMFA OPEN PACE

- No City staff support required: The CMFA and its Program Administrators handle all assessment administration, bond issuance and bond administration functions.
- Increase in local jobs: Property improvements provide local job opportunities.
- Increased City Revenue: Property improvements result in an increase in sales and property tax revenue to the City.

The proposed Resolution authorizes the CMFA to accept applications from owners of property within our territory for municipal financing of authorized improvements through the CMFA Program. It also authorizes the CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Programs.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion of the issuance fee will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City.

CITY MANAGER'S REPORT **Page 7**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CONSIDER CLEAN ENERGY FINANCING PROGRAM FROM CMFA OPEN PACE

ATTACHMENTS:

- A. Proposed Resolution to approve the California Municipal Finance Authority (CMFA) Joint Exercise of Powers Agreement and to join the CMFA PACE Program
- B. CMFA Exercise of Powers Agreement Relating to the California Municipal Finance Authority
- C. Participation Agreement between CMFA, Energy Efficiency Equity, LLC, and the City of Lathrop
- D. Participation Agreement between CMFA, BlueFlame PACE Services, LLC and City of Lathrop
- E. Participation Agreement between CMFA, OnPACE Energy Solutions, LLC, and City of Lathrop
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DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
CONSIDER CLEAN ENERGY FINANCING PROGRAM FROM CMFA OPEN PACE

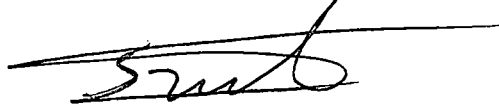
APPROVALS:



Teresa Vargas
City Clerk

12/4/18

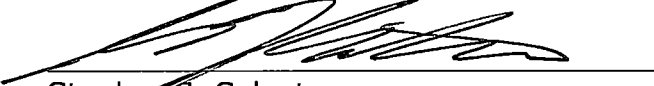
Date



Salvador Navarrete
City Attorney

12-5-18

Date



Stephen J. Salvatore
City Manager

12.5.18

Date

RESOLUTION NO. 18-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California (the "Members"), formed pursuant to a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to its Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, City of Lathrop (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; PACE Equity, LLC; Petros PACE Administrator, LLC; Samas Capital LLC; Structured Finance Associates, LLC; and Twain Community Partners II LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lathrop as follows:

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor, City Manager, or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such clerk's designee is hereby authorized and directed to attest thereto.

Section 3. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 4. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

Section 5. The Authority shall be responsible for providing all applications and related materials at its own expense to its potential customers. The following staff persons, together with any other staff persons chosen by the Mayor or City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the execution of the Agreements related to the Programs: City Clerk's Office.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 7. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 8. The City may withdraw from the Programs or any Program upon six (6) months written notice to the Authority. The City may withdraw its consent and approval for the conduct of special assessment proceedings by any specific program administrator under a Program within the jurisdictional limits of the City upon thirty (30) days written notice to the Authority without (a) liability to the Authority or any affiliated entity, and (b) withdrawing its consent and approval for the conduct of special assessment proceedings by any other program administrators under the other Programs. The City's withdrawal from any Program shall not affect the validity of any voluntary assessment contract entered into prior to the date of such withdrawal or entered into after the date of such withdrawal so long as the application for such voluntary assessment contract was submitted to and approved by the Authority prior to the date of the City's notice of withdrawal.

Section 9. This Resolution shall take effect immediately upon its adoption.

The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

The foregoing resolution was passed and adopted this 10th day of December 2018, 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

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Lathrop has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2018.

Member:

CITY OF LATHROP

By _____

Name:

Title:

ATTEST:

Clerk

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), Energy Efficiency Equity, LLC ("E3") (the "Administrator") and the City of Lathrop, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements") authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement or Resolution [INSERT NUMBER], PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have

known, was considered confidential or proprietary by the Disclosing Party (as defined below). Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the

Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

ENERGY EFFICIENCY EQUITY, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

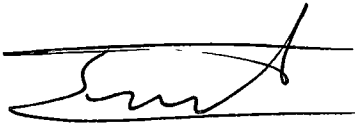
By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT D

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), BlueFlame PACE Services LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements) authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement, PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have

known, was considered confidential or proprietary by the Disclosing Party (as defined below). Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous

agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover

the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

BLUEFLAME PACE SERVICES LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

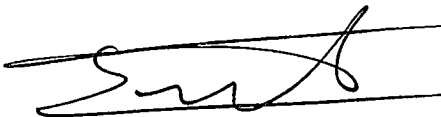
By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT E

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), OnPACE Energy Solutions, LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements) authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement or Resolution [INSERT NUMBER], PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program; including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined

below). Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is

understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

ONPACE ENERGY SOLUTIONS, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT F

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), PACE Equity, LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements) authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement or Resolution [INSERT NUMBER], PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below). Confidential Information shall consist of all information, whether in written,

oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and

proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive

relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

PACE EQUITY, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

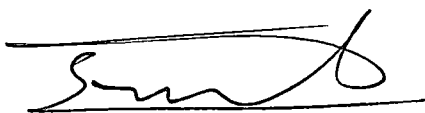
By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), Samas Capital, LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements") authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement, PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined

below). Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is

understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

SAMAS CAPITAL, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM


By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), Structured Finance Associates, LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements") authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement, PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined

below): Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is

understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

STRUCTURED FINANCE ASSOCIATES, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]


CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

By: 

Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement"), made and entered into as of December ____, 2018, by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint powers agency organized and existing under the laws of the State of California (the "AUTHORITY"), Twain Community Partners II, LLC (the "Administrator") and the CITY OF LATHROP, a municipal corporation organized and existing under the laws of the State of California (the "PARTICIPATING MEMBER");

WITNESSETH:

- (a) The AUTHORITY is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- (b) The AUTHORITY has adopted the CMFA PACE Program (the "Program"), for the financing of certain renewable energy and energy and water efficiency and other improvements ("Improvements") authorized by Chapter 29 of the Streets & Highways Code ("Chapter 29") within the Participating Member's jurisdiction; and
- (c) The PARTICIPATING MEMBER has authorized the AUTHORITY to form an assessment district (the "District") for Program financing of Improvements on certain properties owned by property owners who voluntarily agree to participate in the Program ("Program Participant"); and
- (d) The AUTHORITY intends to issue bonds, notes or other forms of indebtedness (the "Bonds") to finance Improvements within the District; and
- (e) The PARTICIPATING MEMBER desires to authorize the AUTHORITY to (i) record the assessment against the participating property owner's parcels, (ii) administer the District in accordance with Chapter 29 and the Improvement Act of 1915 (commencing with Section 8500 et seq.) and (iii) prepare program guidelines for the operations of the Program; and
- (f) The PARTICIPATING MEMBER will permit the ADMINISTRATORS to perform certain management, administrative, operational and implementation functions for the AUTHORITY with respect to the Program;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The Recitals contained herein are true and correct and are hereby incorporated herein by reference.

Section 2. Appointment of the AUTHORITY. PARTICIPATING MEMBER is not and will not be deemed to be an agent of the AUTHORITY or any ADMINISTRATOR as a result of this Agreement. PARTICIPATING MEMBER consents to the AUTHORITY's assumption of rights, responsibilities, obligations and liabilities related to the Agreement within its jurisdiction upon satisfaction of the conditions imposed pursuant to this Agreement and the resolution authorizing this Agreement, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments. PARTICIPATING MEMBER consents to the AUTHORITY's delegation of duties hereunder or with respect to the Program, to either or both ADMINISTRATORS.

Section 3. Indemnification. The AUTHORITY and each ADMINISTRATOR jointly and severally agrees to defend, indemnify, and hold harmless the PARTICIPATING MEMBER, its officers, agents, employees and attorneys from and against any and all liabilities, claims, or demands arising or alleged to arise as a result of the AUTHORITY's or such ADMINISTRATOR's performance or failure to perform under this Agreement or the Program, except that arising from the sole negligence or willful misconduct of PARTICIPATING MEMBER. This Section shall survive termination of this Agreement.

Section 4. PARTICIPATING MEMBER has no liability. Except as expressly set forth in this the Agreement or Resolution [INSERT NUMBER], PARTICIPATING MEMBER shall not have any liabilities or obligations or incur any costs or expenses for the Program, including, but not limited to, the repayment of any bonds issued for the Program. PARTICIPATING MEMBER will not have any responsibilities or obligations with respect to the Program, including, but not limited to, the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with the Program.

Section 5. Information to be Provided. Within thirty (30) days of each request from PARTICIPATING MEMBER, the AUTHORITY agrees to provide PARTICIPATING MEMBER with a list of property owners within the jurisdiction of PARTICIPATING MEMBER participating in the Program as well as their address, detailed description of Improvement(s) installed, and date(s) of Improvement(s) completion.

Section 6. Confidentiality.

(a) "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined

below). Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to one or more of the other Parties or to its or their Representatives, and specifically includes but is not limited to (1) PARTICIPATING MEMBER's individually identifiable customer information, (2) PARTICIPATING MEMBER's customer data and financial data, (3) the AUTHORITY's property owner information disclosing to PARTICIPATING MEMBER pursuant to Section 5, and (4) each ADMINISTRATOR's customer data and financial data.

(b) The AUTHORITY, each ADMINISTRATOR and PARTICIPATING MEMBER shall each hold each other's Confidential Information in confidence. No Party shall make the others' Confidential Information available in any form to any third party or use any other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to any other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to any other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

(c) By virtue of this Agreement, each Party hereto may disclose to any other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between or among any Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 6 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

(d) Each Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and such Receiving Party shall only use such information in furtherance of this Agreement. As such, such Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party, and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized by the Disclosing Party. No Receiving Party shall disclose Confidential Information of a Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. Each Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of any Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. Each Receiving Party shall be responsible for any breach of this Agreement by its Representatives. No Party shall use the Confidential Information of any other Party for any commercial purpose.

(e) If a Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(f) In the event a Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify the Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the Disclosing Party, the amount of which would be extremely difficult to estimate. Accordingly, it is

understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies a Disclosing Party may have.

(g) Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall not apply to the disclosure of information that must be shared in order to record, levy or collect contractual assessments under the Program or to sell or securitize Bonds.

(h) Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Integration. This Agreement contains the entire agreement of PARTICIPATING MEMBER, each ADMINISTRATOR and the AUTHORITY with respect to the matters covered hereby, and no agreement, statement or promise made by PARTICIPATING MEMBER, any ADMINISTRATOR and the AUTHORITY which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

Section 8. This Agreement may be terminated by either the AUTHORITY or PARTICIPATING MEMBER with thirty (30) days written notice. In the event of such termination, the AUTHORITY and each ADMINISTRATOR shall no longer have the rights and authorizations granted in this Agreement and Resolution [INSERT], including but not limited to, conducting of additional contractual assessment proceedings and levying new contractual assessments.

Section 9. Insurance. The ADMINISTRATOR agrees that, at no cost or expense to the City, at all times during its administration of the CMFA Open PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

Section 10. Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by the PARTICIPATING MEMBER ("Effective Date").

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement by their officers duly authorized as of the day and year first written above.

TWAIN COMMUNITY PARTNERS II, LLC

By: _____
[Title]

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
[Title]

CITY OF LATHROP, a municipal corporation

By: _____
Sonny Dhaliwal, Mayor

ATTEST

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM

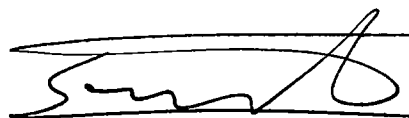
By:  _____
Salvador Navarrete, City Attorney

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non- owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim or occurrence/
\$2,000,000 aggregate limit.

Limits and coverages afforded to the City shall be the greater of the above limits, or the limits and coverages provided under the policy(ies) of insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.

a. The City, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Administrator; products and completed operations of the Administrator; premises owned, leased, or used by the Administrator; and automobiles owned, leased, hired or borrowed by the Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.

b. The Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of the Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by the Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.

d. Coverage shall state that the Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.

3. All Coverages

The Administrator shall provide City with written notice of any suspension, cancellation, or reduction in limits of any insurance policy required by this Agreement, and shall promptly procure a replacement policy.

E. Verification of Coverage.

The Administrator shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Clerk at the following address or any subsequent address as may be directed in writing by the City:

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

G. Subcontractors

The Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**CITY MANAGER'S REPORT
DECEMBER 10, 2018, CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLIC NOTICE) TO CONSIDER A RESOLUTION TO VACATE A PORTION OF GLACIER STREET (FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C. AND AUTHORIZE THE CITY CLERK TO RECORD THE APPROPRIATE DOCUMENTS WITH THE COUNTY OF SAN JOAQUIN**

RECOMMENDATION: **City Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution to Vacate 9,789 Square Feet of Glacier Street (Formally Madrugá Road) to South Lathrop Land, L.L.C.**

SUMMARY:

On September 10, 2018, City Council approved Parcel Map 17-01 and a Subdivision Improvement Agreement for South Lathrop Commerce Center with South Lathrop Land, L.L.C. As part of the final map's approval, the developer was required to construct offsite improvements. Offsite improvements included the widening, extension and renaming of Madrugá Road to Glacier Street. Due to the extension of Madrugá Road, a portion of the former cul-de-sac is no longer needed by the City. This portion consists of 9,789 square feet and is of no use to anyone unless merged with the adjoining property owned by South Lathrop Land, L.L.C.

Although the majority of City roadways are located on City owned easements, Madrugá Road is owned in fee title, which requires that the City go through a right-of-way vacation process pursuant to Section 8835(a) of the California Streets and Highways Code. Council may vacate a street pursuant to the authority provided in this chapter by first adopting a resolution of intention to vacate. On November 19, 2018, Council approved an initial resolution of intention to vacate a portion of Madrugá Road that set the public hearing to tonight's meeting to allow Council to consider the abandonment of the street. On November 28, 2018, the Planning Commission confirmed the conformity of the right-of-way vacation of Glacier Street (formally Madrugá Road) with the City's General Plan.

Tonight, staff is requesting City Council adopt a resolution to vacate 9,789 square feet of Glacier Street (formally Madrugá Road), transfer fee title ownership of the land to South Lathrop Land, L.L.C., authorize the City Clerk to record the appropriate documents with the San Joaquin County and direct staff to process a lot line adjustment to merge the vacated area with the adjacent parcel.

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
RESOLUTION TO VACATE 9,789 SQUARE FEET OF GLACIER STREET
(FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C.

BACKGROUND:

On September 10, 2018, City Council approved Parcel Map 17-01 and a Subdivision Agreement for South Lathrop Commerce Center with South Lathrop Land, L.L.C. As part of the final map's approval, the developer was required to construct offsite improvements. Offsite improvements include the widening, extension and renaming of Madruga Road to Glacier Street. Due to the extension of Madruga Road, a portion of the former cul-de-sac is no longer needed by the City. This portion consists of 9,789 square feet and is of no use to anyone unless merged with the adjoining property owned by South Lathrop Land, L.L.C.

On November 19, 2018, Council approved an initial resolution of intention to vacate a portion of Glacier Street (formally Madruga Road) that set the public hearing to tonight's meeting to allow Council to consider the abandonment of the street. With the approved initial resolution of intention, staff took the item to the Planning Commission for confirmation that the right-of-way vacation conforms to the City's General Plan.

On November 28, 2018, the Planning Commission confirmed that the right-of-way vacation conforms to the City's General Plan. The finding of consistency with the General Plan is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5 §15061 (b) (3) by the "General Rule" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed action does not authorize any specific construction; it is only a finding of consistency to the General Plan. However, the environmental impacts of the South Lathrop Specific Plan project were addressed in a certified Environmental Impact Report (SCH No. 2013012064) adopted by the Lathrop City Council on July 20, 2015 by passage of Resolution No. 15-3963.

Staff requests City Council adopt a resolution to vacate approximately 9,789 square feet of Glacier Street (formally Madruga Road), authorize the City Clerk to record the appropriate documents with the San Joaquin County Recorder's office and direct staff to process a lot line adjustment to merge the vacated area with the adjacent parcel.

REASON FOR RECOMMENDATION:

Due to the extension of Glacier Street (formally Madruga Road) in South Lathrop Specific Plan, approximately 9,789 square feet of the former cul-de-sac is no longer needed and is of no significant use unless merged with the adjoining property owned by South Lathrop Land, L.L.C. The value of offsite improvements constructed by South Lathrop Land, L.L.C. are for the general benefit of the Community and far exceed the value of the portion of cul-de-sac to be vacated.

CITY MANAGER'S REPORT **PAGE 3**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
RESOLUTION TO VACATE 9,789 SQUARE FEET OF GLACIER STREET
(FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C.

FISCAL IMPACT:

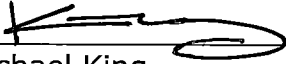
City staff recommends the transfer of this excess property to South Lathrop Land, L.L.C. at no cost, because the land is of no significant value to any party unless merged with the adjoining property owned by South Lathrop Land, L.L.C. The value of offsite improvements constructed by South Lathrop Land, L.L.C. are for the general benefit of the Community and far exceed the value of the portion of cul-de-sac to be vacated.

ATTACHMENTS:

- A. Resolution Approving the City of Lathrop to Vacate A Portion of Glacier Street (formally Madrugá Road) Approximately 9,789 Square Feet to South Lathrop Land, L.L.C.
- B. South Lathrop Commerce Center Civil Site Plan
- C. Plat of Roadway Vacation & Legal Description of Roadway Vacation
- D. Resolution of the Planning Commission Approving the General Plan for the Right of Way Vacation and Disposition of 9,789 Square Feet of Glacier Street (formally Madrugá Road) Resolution No. 18-30


CITY MANAGER'S REPORT **PAGE 4**
DECEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
RESOLUTION TO VACATE 9,789 SQUARE FEET OF GLACIER STREET
(FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C.

APPROVALS:



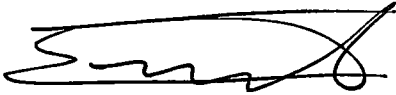
Michael King
Assistant Public Works Director

12-5-18
Date

for 


Cari James
Director of Finance

12-05-18
Date



Salvador Navarrete
City Attorney

12-5-18
Date



Stephen J. Salvatore
City Manager

12-5-18
Date

RESOLUTION NO. 18-

RESOLUTION TO VACATE A PORTION OF GLACIER STREET (FORMALLY MADRUGA ROAD) TO SOUTH LATHROP LAND, L.L.C. AND AUTHORIZE THE CITY CLERK TO RECORD THE APPROPRIATE DOCUMENTS WITH THE COUNTY OF SAN JOAQUIN

WHEREAS, on September 10, 2018, City Council approved Parcel Map 17-01 and a Subdivision Improvement Agreement for South Lathrop Commerce Center with South Lathrop Land, L.L.C.; and

WHEREAS, as part of the final map's approval, the developer was required to construct offsite improvements, which included the widening, extension and renaming of Madruga Road to Glacier Street; and

WHEREAS, due to the extension of Glacier Street (formally Madruga Road), a portion of the former cul-de-sac is no longer needed by the City, this portion consists of approximately 9,789 square feet and is of no significant use to anyone unless merged with the adjoining property owned by South Lathrop Land, L.L.C.; and

WHEREAS, on October 3, 2018, South Lathrop Land, L.L.C. submitted a letter to the City requesting the initiation of the process to vacate a portion of Madruga Road approximately 9,789 square feet; and

WHEREAS, Glacier Street (formally Madruga Road) is owned by the City in fee title, which requires that the City go through a right-of-way vacation process pursuant to Section 8835(a) of the California Streets and Highways Code and Council may vacate a street pursuant to the authority provided in this chapter by first adopting a resolution of intention to vacate; and

WHEREAS, on November 19, 2018, Council approved an initial resolution of intention to vacate approximately 9,789 square feet of Madruga Road that set the public hearing to December 10, 2018 to allow Council to consider the abandonment of the street; and

WHEREAS, on November 28, 2018, the Planning Commission confirmed the proposed vacation of a portion of Glacier Street (formally Madruga Road) conforms with the City's General Plan; and

WHEREAS, Glacier Street (formally Madruga Road) is exempt from CEQA pursuant to Section 15061(b) (3) of the State CEQA Guidelines since there is no possibility that the activity in question may have significant effect on the environment;

THEREFORE, Staff requests City Council adopt a resolution to vacate a portion of Madruga Road, approximately 9,789 square feet, transfer fee ownership to Lathrop Land, L.L.C., authorize the City Clerk file the appropriate documents with the San Joaquin County Clerk and direct staff to process a lot line adjustment to merge the vacated area with the adjacent parcel.

The foregoing resolution was passed and adopted this 10th day of December 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

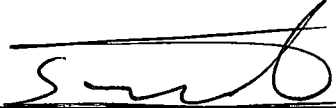
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

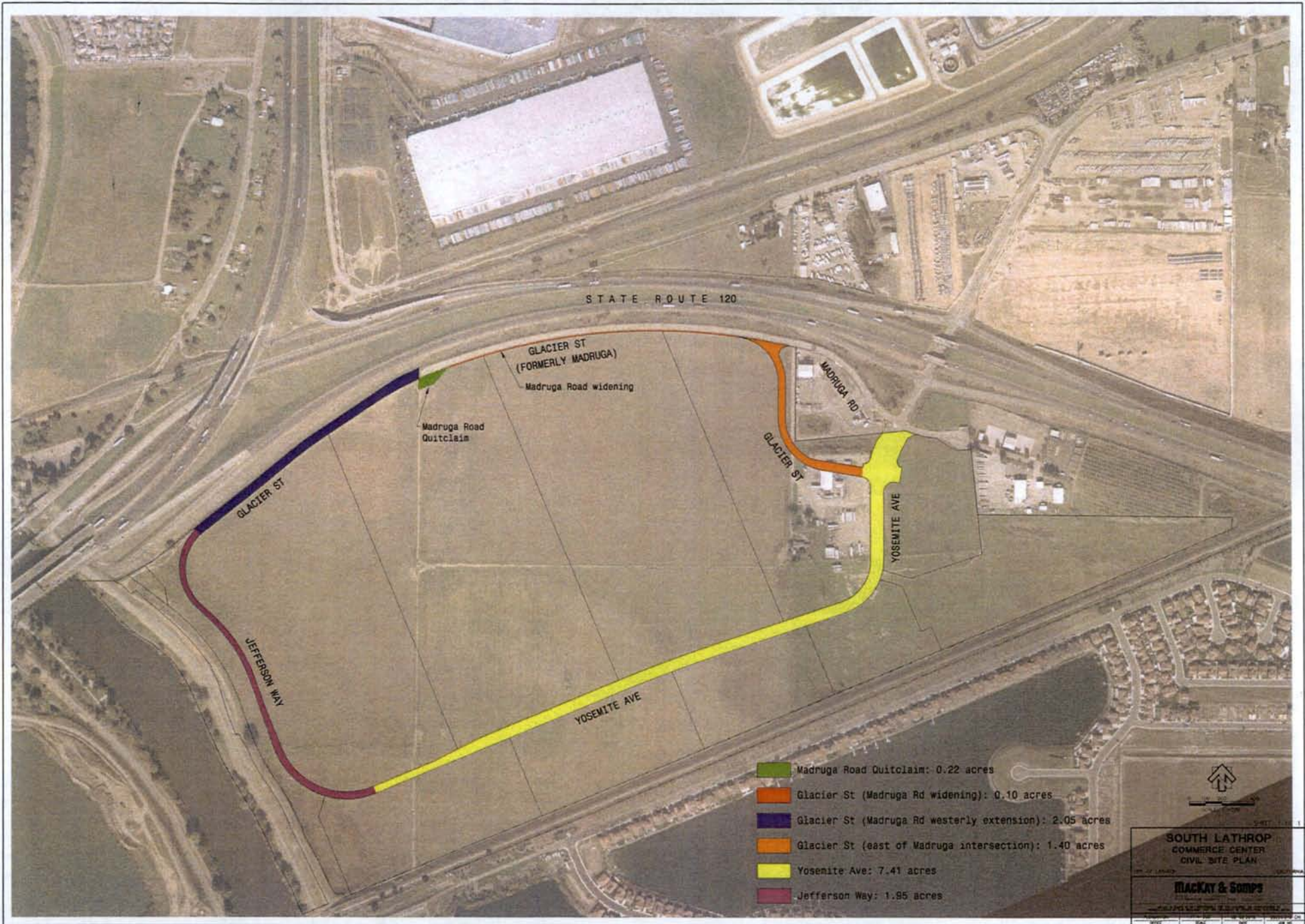


EXHIBIT "A"

LEGAL DESCRIPTION
ROADWAY ABANDONMENT

CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF PUBLIC ROAD KNOWN AS MADRUGA ROAD. AS DESCRIBED IN THE DOCUMENT RECORDED AS DOCUMENT NUMBER 85008988, ON FEBRUARY 7, 1985, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID MADRUGA ROAD, THENCE ALONG THE WESTERLY LINE OF SAID MADRUGA ROAD NORTH $0^{\circ}42'48''$ EAST, 65.74 FEET;

THENCE LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT BEARS SOUTH $24^{\circ}05'15''$ EAST, HAVING A RADIUS OF 1977.50 FEET, THROUGH A CENTRAL ANGLE OF $5^{\circ}35'57''$, AND AN ARC LENGTH OF 193.25 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID MADRUGA ROAD;

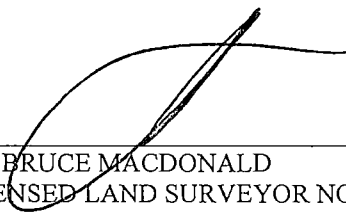
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH $39^{\circ}40'23''$ WEST, 137.22 FEET;
2. THENCE SOUTH $72^{\circ}01'17''$ WEST, 97.99 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 9,789 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

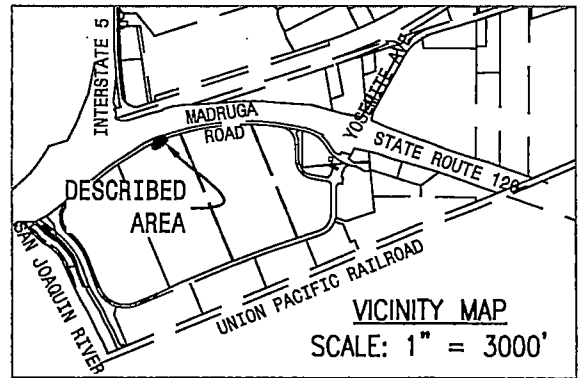
PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/19)
STATE OF CALIFORNIA



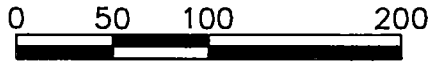
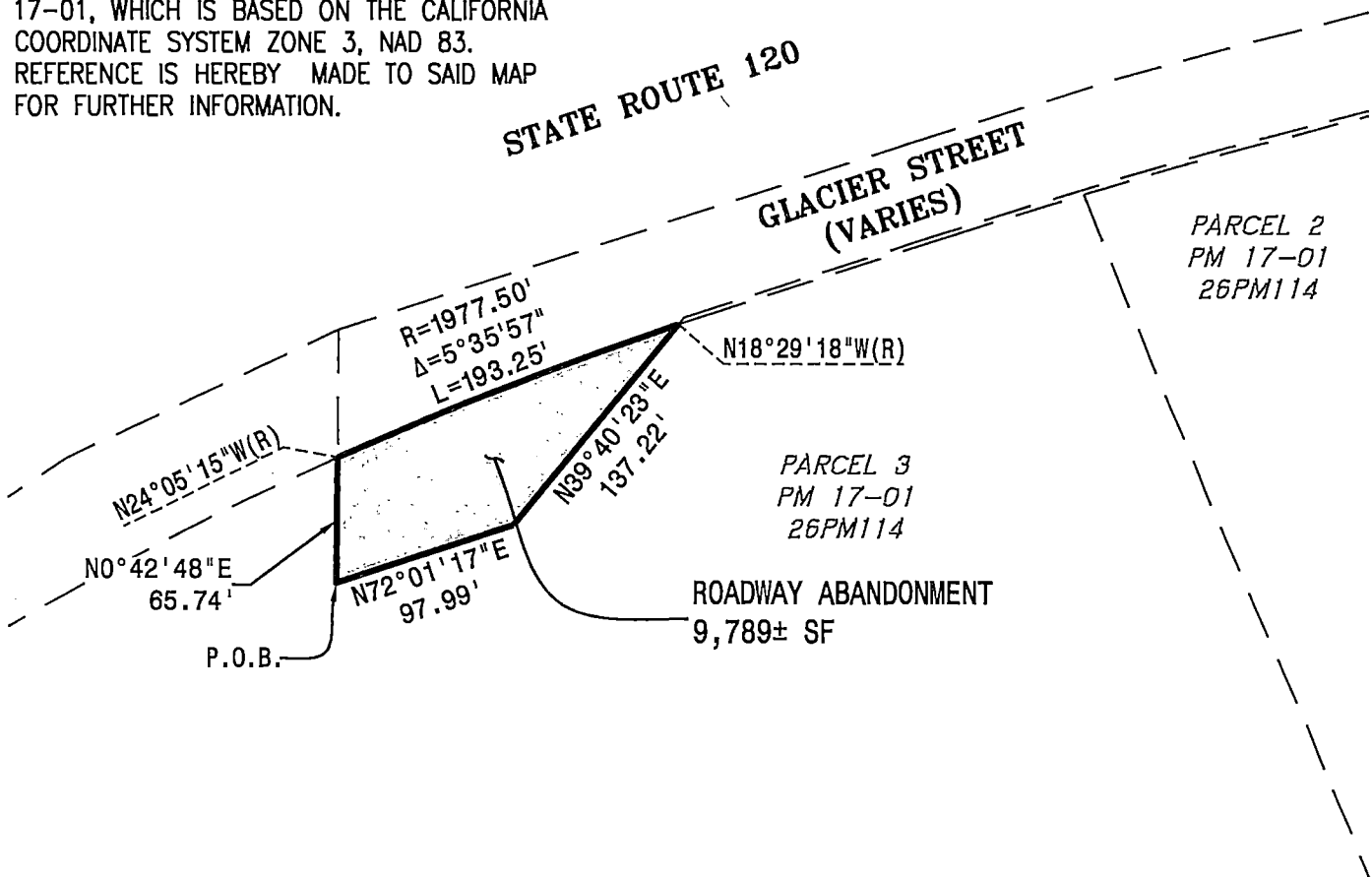
12/5/18
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690



NOTE:

THE BASIS OF BEARING SHOWN HEREON IS THE SAME AS SHOWN ON PARCEL MAP 17-01, WHICH IS BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. REFERENCE IS HEREBY MADE TO SAID MAP FOR FURTHER INFORMATION.



SCALE: 1" = 100'

LEGEND

- BOUNDARY OF DESCRIPTION
- - - - EXISTING PARCEL/RIGHT OF WAY LINE
- PM PARCEL MAP
- P.O.B. POINT OF BEGINNING
- ▭ AREA OF DESCRIPTION

PLAT TO ACCOMPANY LEGAL DESCRIPTION			
ROADWAY ABANDONMENT			
LATHROP			CALIFORNIA
MACKAY & SOMPS			
ENGINEERS 5142B FRANKLIN DR, PLEASANTON, CA 94588		PLANNERS SURVEYORS (925)225-0690	
DRAWN IBM	DATE FEB. 2018	SCALE 1"=100'	JOB NO. 25223.01

CITY OF LATHROP**PLANNING COMMISSION RESOLUTION NO. 18-30****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
MAKING A FINDING OF CONSISTENCY WITH THE GENERAL PLAN FOR THE
RIGHT OF WAY VACATION AND DISPOSITION OF 9,789 SQUARE FEET OF
GLACIER STREET**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the proposed right of way vacation of a portion of Glacier Street; and

WHEREAS, the City of Lathrop originally adopted a Comprehensive General Plan on December 17, 1991, which has been updated from time to time and includes specific policies and objectives for infrastructure, construction and maintenance of public facilities; and

WHEREAS, the City of Lathrop adopted the South Lathrop Specific Plan on July 20, 2015; and

WHEREAS, pursuant to Public Streets, Highways, and Service Easements Vacation Law at California Streets and Highways Code Section 8355, the City Council has the authority to abandon or vacate a street within its City limits; and

WHEREAS, pursuant to California Government Code section 65402, the Planning Commission shall review all proposed right of way vacations to ensure consistency with the City's General Plan; and

WHEREAS, as part of the South Lathrop Commerce Center project, Glacier Street (formerly Madruga Road) has been improved, widened, and extended; and

WHEREAS, the Glacier Street improvements resulted in a surplus land of 9,789 square feet and is intended to be vacated to the adjoining property owner, South Lathrop, LLC; and

WHEREAS, the finding of consistency with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 5 §15061 (b) (3) by the "General Rule" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed action does not authorize any specific construction; it is only a finding of consistency to the General Plan. The environmental impacts of the South Lathrop Specific Plan project were addressed in a certified Environmental Impact Report (SCH No. 2013012064) adopted by the Lathrop City Council on July 20, 2015 by passage of Resolution No. 15-3963; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to California Government Code Section 65402, the Planning Commission hereby finds and reports to the City Council that as part of the South Lathrop Commerce Center project, Glacier Street (formerly Madruga Road) has been improved, widened, and extended which resulted in surplus land of 9,789 square feet which is no longer needed, and is of no significant use to the City except to the adjoining property owner which is South Lathrop, LLC, and that the vacation of the 9,789 square feet of right of way is in conformity with the Lathrop General Plan based on the following:

1. The extent of the vacation is the 9,789 square foot portion of Glacier Street and this minor portion of land is no longer needed by the City, nor is it required to complete the full improvement of the Glacier Street.
2. The Land Use Diagram of the General Plan indicates that, because of the location of the 9,789 square foot portion of Glacier Street, it should be combined with the adjacent parcel with a land use of Limited Industrial.
3. The vacation of the 9,789 square foot portion of Glacier Street is consistent with the General Plan and South Lathrop Specific Plan in that the area is not needed for the Glacier Street right of way, and as such, the purpose of the vacation is to enable the land to be utilized by the adjacent property owner and to relieve the City of unnecessary ownership of land.

BE IT FURTHER RESOLVED that the Planning Commission hereby determines that the City Council should take the necessary procedures to effect the vacation of the 9,789 square foot portion of Glacier Street right of way as required by law.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative proceedings, its findings above, and pursuant to its independent review and consideration, does hereby find that the proposed right of way vacation, as attached and incorporated as Attachment 3 of the Staff Report is consistent with the adopted City of Lathrop's General Plan.

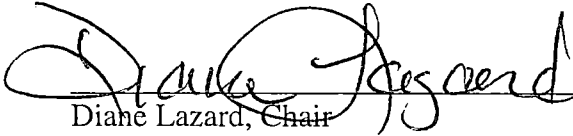
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a special meeting on the 28th day of November, 2018 by the following vote:

AYES: Lazard, Ishihara, Torres-O'Callaghan, Gatto

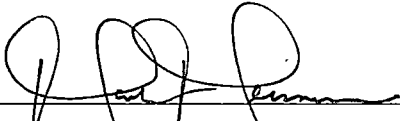
NOES: None

ABSTAIN: None

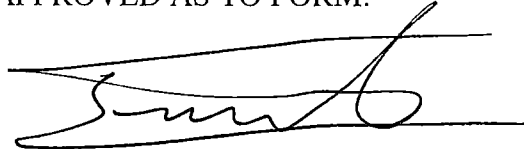
ABSENT: None


Diane Lazard, Chair

ATTEST:


Mark Meissner, Secretary

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney