

SEPTEMBER 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

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.



SEPTEMBER 10, 2018 – Consolidated 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, SEPTEMBER 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 commence 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 NEW EMPLOYEE INTRODUCTION
 - Joel Madrigal, Meter Reader I
- 2.2 RECEIVE INFORMATION FROM REPUBLIC SERVICES REGARDING RECENT RECYCLING MARKET CHANGES
- 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 June 25, 2018, and the Regular Meeting of July 9, 2018
- 4.3 **TREASURER'S REPORT – JUNE 2018**
Approve Quarterly Treasurer's Investment Report for June 2018
- 4.4 **2018 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT**
Adopt Resolution Adopting an Amended Conflict of Interest Code
- 4.5 **OUT-OF-STATE TRAVEL APPROVAL FOR THE 2018 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) WASHINGTON, D.C. ADVOCACY TRIP**
Adopt a Resolution Authorizing Out-of-State Travel for Council Member Dresser, Representing the City of Lathrop as a SJAFCA Board Member, to attend the 2018 Fall Advocacy Trip in Washington, D.C., from September 25, 2018 to September 27, 2018
- 4.6 **AGREEMENT WITH SAN JOAQUIN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION**
City Council to Consider a Resolution Approving an Agreement with the San Joaquin County Economic Development Association to Provide Economic Development Services to the City of Lathrop
- 4.7 **APPROVE STREET NAME RECOMMENDATIONS ASSOCIATED WITH THE SOUTH LATHROP COMMERCE CENTER PROJECT**
Adopt a Resolution Approving the Following: Street Name Change from "Guthmiller Road" to "Yosemite Avenue"; and Replace the Suffix of Yosemite "Avenue" with Yosemite "Court"

- 4.8 ACCEPT IMPROVEMENTS FOR CIP PS 02-24 LATHROP ROAD WIDENING AND PS 17-12 HARLAN ROAD PAVEMENT REHABILITATION FROM TEICHERT CONSTRUCTION, INC.
Adopt a Resolution Accepting Improvements from Teichert Construction, Inc. for PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation; Authorizing Related Budget Amendment; Authorizing the Filing of a Notice of Completion and Release of Contract Retention
- 4.9 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 39 LOTS IN TRACT 3903 VILLAGE "H" WITHIN EAST VILLAGE OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3903 Village "H" within East Village, Totaling 39 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.10 APPROVAL OF ANNEXATION NO. 7 OF VILLAGE "D" TO THE CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 OF THE RIVER ISLANDS DEVELOPMENT AT LATHROP
Adopt Resolution Approving the Seventh Amendment to Notice of Special Tax Lien for the City Community Facilities District No. 2013 (River Islands Public Services and Facilities) Annexation No.7 Village "D" at River Islands Development at Lathrop
- 4.11 ACCEPTANCE OF SOUTH LATHROP COMMERCE CENTER (PARCEL MAP 17-01) OFF-SITE PUBLIC IMPROVEMENTS
Adopt Resolution Accepting South Lathrop Commerce Center (Parcel Map 17-01) Off-Site Public Improvements

5. SCHEDULED ITEMS

- 5.1 APPROVAL OF PARCEL MAP 17-01, SUBDIVISION IMPROVEMENT AGREEMENT, MEMORANDUM OF AGREEMENT FOR JOINT USE WITH RECLAMATION DISTRICT 17 (RD 17), EASEMENT DEED TO RD 17, AND JOINT ESCROW INSTRUCTIONS FOR SOUTH LATHROP COMMERCE CENTER
Adopt Resolution Approving the South Lathrop Commerce Center Parcel Map 17-01, Totaling Nine (9) Lots, and Approving Subdivision Improvement Agreement, Memorandum of Agreement for Joint Use with RD 17, Easement Deed to RD 17, and Related Joint Escrow Instructions
- 5.2 FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS AND AMEND THE FISCAL YEAR 2018/19 BUDGET
Adopt Resolution Amending the Fiscal Year 2017/18 and 2018/19 Budget as Adopted on June 13, 2017 by Resolution No. 17-4249
- 5.3 GRAND JURY REPORT RESPONSE
Accept Grand Jury Report and Direct the City Attorney to Submit Letter to the Presiding Judge of the San Joaquin County Superior Court Responding to the Findings and Recommendations of the Grand Jury Report

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

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

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC
City Clerk



City Council Chamber
 390 Towne Centre Drive
 Lathrop, California

ITEM 4.2



**CITY OF LATHROP
 CITY COUNCIL SPECIAL MEETING
 MONDAY, JUNE 25, 2018
 6:00 P.M.
 COUNCIL CHAMBER, CITY HALL
 390 Towne Centre Drive
 Lathrop, CA 95330**

MINUTES

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:04 p.m.

Mayor Dhaliwal introduced members in the audience: San Joaquin County Supervisor Tom Patti, San Joaquin County Sheriff Elect Pat Withrow, and City of Tracy City Manager Randall Bradley.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Elliott; Councilmembers: Akinjo, Dresser, and Salcedo.

Absent: None

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

2. CONSENT CALENDAR

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

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

2.1 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.

2.2 INTERIM SEED MONEY FUNDING AGREEMENT WITH SJAFCA, THE CITIES OF LATHROP, MANTECA, AND STOCKTON, AND THE COUNTY OF SAN JOAQUIN, TO ADVANCE FUNDING TO THE MOSSDALE TRACT PROJECT

Pulled by Councilmember Dresser; requested clarification on whether there was a conflict of interest for Councilmembers appointed to the SJAFCA Board. City Attorney Salvador Navarrete clarified that there was no conflict of interest due to the intent of the funding approval, from the City to SJAFCA, being a benefit to the general public. City Manager Stephen Salvatore provided additional information relating to the proposed seed funding agreement and the benefits to the general public as it pertains to the Mossdale Tract project.

Adopted **Resolution 18-4422** approving interim seed money funding agreement with the San Joaquin Area Flood Control Agency, the Cities of Lathrop, Manteca, Stockton, and the County of San Joaquin, to advance funding to the Mossdale project, budget amendment and ratify the City Manager's decision to forward \$50,000 in levee impact fees to San Joaquin Area Flood Control Agency.

2.3 SALARY SCHEDULE FOR FISCAL YEAR 2018/19

Adopted **Resolution 18-4423** approving the City of Lathrop salary schedule as of July 1, 2018, in accordance with California Code of Regulations, Title 2, Section 570.5.

3. SCHEDULED ITEMS

Prior to the presentation of Item 3.1, Councilmember Dresser reported his attendance to an informal public gathering coordinated by Mayor Dhaliwal on June 24th, to solicit public input regarding the Lathrop police services. Furthermore, Councilmember Dresser reported that in order to avoid a Brown Act violation, he left the meeting immediately after the arrival of Vice Mayor Elliot. Mayor Dhaliwal confirmed that it was an informal gathering in which he used his personal Facebook account to inform the public, and confirmed that after Councilmember Dresser's departure, he and Vice Mayor Elliott were the only Councilmembers in attendance. No other Councilmembers reported their attendance.

3.1 APPROVE AGREEMENT WITH THE CITY OF TRACY FOR LAW ENFORCEMENT SERVICES

Finance Director Cari James introduced City Consultant Mike Oliver, President of Municipal Consulting Group, LLC (MRG). Mr. Oliver introduced MRG staff; Dan Drummond and Craig Whittom.

Finance Director Cari James provided the presentation, which included an overview of the City's law enforcement agreement with San Joaquin County; law enforcement services review conducted by MRG; comparison of pension costs and service costs between San Joaquin County and City of Tracy; and projected savings.

A question and period ensued throughout the presentation.

Tom Patti (San Joaquin County Board of Supervisor) spoke on the matter; provided information related to the County's retirement pension funds and unfunded liability; and expressed disagreement with the information presented by staff. Pat Withrow (San Joaquin Sheriff Elect) spoke on the matter; provided information related to the Public Employees' Pension Reform Act; spoke on the pending San Joaquin County Deputy Sheriff's union agreement currently under negotiation; and requested clarification on the information presented by staff. City Consultants Mike Oliver and Dan Drummond, City Attorney Salvador Navarrete, and City Manager Stephen Salvatore responded to questions from the public and provided additional information.

The presentation and the question and answer period continued.

Gloryanna Rhodes (Lathrop, CA) provided additional information related to the letter submitted to the City regarding the matter; expressed disagreement with the information presented by staff; and requested Council to consider Lathrop's own police department. Tweedy Watts (Lathrop, CA) commented on his experience while living in Dublin; Dublin's transition into their own police department; and requested council to postpone the item. Jack Varrella (Lathrop, CA) spoke in support of continuing the law enforcement agreement with the San Joaquin County Sheriff's office; and requested Council to postpone their decision until after the swearing in of the San Joaquin Sheriff Elect Pat Withrow. Brandy Perkins (Lathrop, CA) commented on a social media posted that she conducted to related to the matter. Debbie Rock (Lathrop, CA) withdrew request to speak. Rob Salmeron (Lathrop, CA) commented on the information provided by San Joaquin Sheriff Elect Pat Withrow; and expressed disagreement with transitioning law enforcement services to City of Tracy. Jim Canale (Lathrop, CA) spoke in support of continuing the law enforcement agreement with the San Joaquin County Sheriff's office. Michelle Maddon (Lathrop, CA) spoke in support of continuing the law enforcement agreement with the San Joaquin County Sheriff's office; requested Council to consider Lathrop's own police department. Laura Silva (Lathrop, CA) spoke in support of continuing the law enforcement agreement with the San Joaquin County Sheriff's office; requested Council to postpone their decision until after the swearing in of the San Joaquin Sheriff Elect Pat Withrow.

Jennifer Torres-O'Callaghan (Lathrop, CA) spoke in support of setting funds aside to start Lathrop's own police department; spoke in support of continuing the law enforcement agreement with the San Joaquin County Sheriff's office; and commented on the relationship between the Sheriff Deputies and the Lathrop community. Benny Gatto (Lathrop, CA) commented on the escalating pension costs government agencies are facing; commented on the future of Lathrop; and the importance in making financially viable decisions. Susan Dell'Osso (Lathrop, CA) commented on being a resident for over 30 years; the topic of starting Lathrop's own police department being a popular topic amongst past Councils; commented on the potential law enforcement agreement with City of Tracy and potential cost savings; expressed appreciation for services provided by San Joaquin County Sheriff's office. Pat Withrow (San Joaquin County Sheriff Elect) returned to the dais and requested that Council postpone their decision on the item until after he is sworn into office. Tom Patti (San Joaquin County Board of Supervisor) returned to the dais; requested Council postpone their decision and meet with him and County representatives on the matter. Dan Doyle (Lathrop, CA) expressed appreciation to staff; and the importance of public opinion when making decisions. Jeannie Baker (Lathrop, CA) commented on the Mayor's informal public gathering; requested additional time for the public to consider the proposed contact with City of Tracy. Randall Bradley (City Manager, City of Tracy, CA) commented on the proposed law enforcement agreement and potential mutual benefits for both cities; commented on the independent feasibility study performed by the City of Tracy to evaluate the proposed agreement. Michelle Maddon (Lathrop, CA) returned to the dais; commented on a recent meeting of the City of Tracy City Council and in which the potential law enforcement agreement with Lathrop was discussed. Rhodesia Ransom (Council Member, City of Tracy, CA) commented on the potential impacts for the City of Tracy as it relates to the purposed law enforcement agreement; and commented on the upcoming Special Meeting of the Tract City Council scheduled for June 29, 2018. The question and answer period continued.

Mayor Dhaliwal recessed the meeting at 9:58 p.m. and reconvened at 10:05 p.m.

The City Council discussed the adoption of a resolution approving an agreement with the City of Tracy for law enforcement services.

On a motion by Mayor Dhaliwal, seconded by Councilmember Salcedo, the City Council postponed the decision for Item 3.1 to the Regular Meeting of August 13, 2018, to allow additional time for San Joaquin County representatives to provide additional information related to the law enforcement service costs presented by City staff.

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

3.2 APPROVE AGREEMENT WITH RIVER ISLANDS DEVELOPMENT FOR THE CONSTRUCTION AND PURCHASE A NEW POLICE BUILDING

Finance Director Cari James provided the presentation, which included an overview of prior Council discussions relating to the matter; proposed police facility location; project estimates; and negotiated deal terms with River Islands Development. A question and answer period ensued. City Attorney Salvador Navarrete provided additional information.

Mayor Dhaliwal stepped down from the dais at 10:37 p.m. Vice Mayor Elliott presided over the meeting.

On a motion by Councilmember Akinjo, seconded by Councilmember Salcedo, the City Council adopted **Resolution 18-4424** approving an agreement with River Islands Development for the construction and purchase of a new police building and all related documents.

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

3.3 PUBLIC HEARING TO CONSIDER AN ORDINANCE TO AMEND THE LATHROP MUNICIPAL CODE SECTION 15.00.050 RELATED TO THE TIME LIMITS OF A BUILDING PERMIT

Community Development Director Mark Meissner provided the presentation, which included past updates to the Lathrop Municipal Code Title 15 "Building and Construction Code"; and an overview of building standards provided by the State of California Building Standards Commission.

Mayor Dhaliwal returned to the dais at 10:41 p.m.

The presentation continued, a question and answer period followed.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

City Attorney Salvador Navarrete requested that Council considered additional language modification to Section 1, of the Lathrop Municipal Code, Title 15, Chapter 15.00 Building and Housing Administrative Code, Section 15.00.050 Permits, Subsection E, entitled "Expiration", from the originally proposed language to:

"The Building Official may extend a permit for a period not exceeding 1 year at a time upon written request..."

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

1. Held a Public Hearing; and
 2. Introduced and held first reading of an ordinance amending Lathrop Municipal Code Title 15 "Buildings and Construction", Chapter 15.00 "Building and Housing Administrative Code", and Section 15.00.050 "Permits", related to the time limits of a building permit, including the additional language modification.
4. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:47 p.m.


Teresa Vargas, CMC
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 9, 2018
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:04 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 7:04 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Elliott;
Councilmembers: Akinjo and Dresser

Absent: Councilmember Salcedo

1.3 INVOCATION - Pastor Trinity Neilson, New Life Church, provided the invocation.

1.4 PLEDGE OF ALLEGIANCE – Mayor Dhaliwal led the pledge of allegiance.

1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER –

Mayor Dhaliwal expressed appreciation to Lathrop Police Services and Lathrop Manteca Fire District staff for their work during the Fourth of July Holiday.

1.6 INFORMATIONAL ITEM(S)

1.6.1 CITY CLERK INFORMATIONAL ITEM

General Municipal Election Day November 6, 2018

City Clerk Teresa Vargas provided information related to the General Municipal Election to be held in the City of Lathrop on Tuesday, November 6, 2018, for the following officers:

For Mayor (1 seat)

Full Term of 2 Years

For City Council (2 seats)

Full Term of 4 Years

For City Council (1 seat)

Partial Unexpired Term of 2 Years

City Clerk Teresa Vargas also announced the nomination period for these offices to begin Monday, July 16, 2018, at 8:00 a.m., and closing on Friday, August 10, 2018, at 5:00 p.m. The public was informed that potential candidates could pick up nomination papers on these dates during normal business hours.

1.7 DECLARATION OF CONFLICT(S) OF INTEREST –

Councilmember Dresser requested clarification regarding potential conflict of interest with Item 4.15, due his residence within the area. City Attorney Salvador Navarrete responded that there was no financial impact to those that reside within the Woodfield District; therefore, there was no conflict of interest to Councilmembers from the Woodfield area.

2. PRESENTATIONS – None

3. CITIZEN’S FORUM

Jim Canale (Lathrop, CA) expressed various concerns, including Council consideration of a code amendment to allow boat parking in residential driveways; people using profanity in public places; trash being left behind in right-of-way areas; and expressed discontent with recent code enforcement activity involving his property. Semajynique Steer (Manteca, CA) provided information regarding her experience as a former student of Lathrop High School and Lathrop Elementary; gave an overview of her current political science project as a college student at Antelope Valley College. Meghan Torres (Lathrop, CA) introduced herself as the new membership and event’s organizer for the Lathrop Chamber of Commerce; and provided information related to upcoming Chamber of Commerce events.

4. CONSENT CALENDAR

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

Ayes:	Akinjo, Dresser, Elliott, and Dhaliwal
Noes:	None
Absent:	Salcedo
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 Special Council and Study Session Meeting of May 29, 2018.

- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 18-393 TO CONSIDER GENERAL PLAN AMENDMENT AND ZONING MAP AMENDMENT FOR THE LBA NORTH PROJECT

Adopted **Ordinance 18-393** approving a Zoning Map Amendment from Highway Commercial to General Industrial for the LBA North Project (REZ-18-23).

- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 18-394 TO CONSIDER MUNICIPAL CODE TEXT AMENDMENT NO. TA-18-56

Adopted **Ordinance 18-394** amending Lathrop Municipal Code Title 17 "Zoning Code", Chapter 17.84 "Signs", with the specific purpose of establishing content neutrality for temporary noncommercial signage.

- 4.5 SECOND READING AND ADOPTION OF ORDINANCE 18-395 AMENDING LATHROP MUNICIPAL CODE TITLE 13 "PUBLIC SERVICES", BY ADDING CHAPTER 13.22 ENTITLED "STATE VIDEO SERVICE FRANCHISES"

Adopted **Ordinance 18-395** amending Lathrop Municipal Code Title 13 "Public Services", by adding Chapter 13.22 "State Video Service Franchises" to implement the provisions of the Digital Infrastructure and Video Competition Act of 2006, codified in California Public Utilities Code Section 5800 Et Seq.

- 4.6 SECOND READING AND ADOPTION OF ORDINANCE 18-396 AMENDING LATHROP MUNICIPAL CODE TITLE 15 "BUILDINGS AND CONSTRUCTION", CHAPTER 15.18 "CALIFORNIA FIRE CODE ADOPTED", SECTION 15.18.030 ENTITLED "APPLICATION TO THE CITY"

Adopted **Ordinance 18-396** amending Lathrop Municipal Code Title 15 "Buildings and Construction", Chapter 15.18 "California Fire Code Adopted", Section 15.18.030 Entitled "Application to the City" to clarify designated Fire Code Official.

- 4.7 SECOND READING AND ADOPTION OF ORDINANCE 18-397 AMENDING LATHROP MUNICIPAL CODE TITLE 15 "BUILDINGS AND CONSTRUCTION", CHAPTER 15.00 "BUILDING AND HOUSING ADMINISTRATIVE CODE", SECTION 15.00.050 "PERMITS"

Adopted **Ordinance 18-397** amending Lathrop Municipal Code Title 15 "Buildings and Construction", Chapter 15.00 "Building and Housing Administrative Code", Section 15.00.050 "Permits", related to the time limits of a building permit.

- 4.8 CITY COUNCIL REVIEW AND CONCURRENCE OF A GENERAL PLAN INTERPRETATION REGARDING THE FLEXIBILITY OF THE LAND USE DIAGRAM IN SUB-PLAN AREA #2 OF THE CENTRAL LATHROP SPECIFIC PLAN

Adopted **Resolution 18-4425** to concur with the written interpretation of the General Plan regarding the flexibility of the General Plan Land Use Diagram in Sub-Plan Area #2 for the Central Lathrop Specific Plan.

- 4.9 APPROVAL OF LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 42 PARCELS (TRACT 3908) WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 18-4426** approving a large lot final map for Tract 3908 within Lakeside East District, totaling 42 parcels for development by River Islands Development, LLC.

- 4.10 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 22 LOTS IN TRACT 3894 VILLAGES "J" AND "K" WITHIN EAST VILLAGE OF RIVER ISLANDS

Adopted **Resolution 18-4427** approving Final Map for Tract 3894 Villages "J" and "K" within East Village, totaling 22 single family lots and a Subdivision Improvement Agreement with River Islands Development, LLC.

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

City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Items 4.11, 4.13, and 4.14 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

Adopted **Resolution 18-4428**, acting as the Land Use Agency, validating the June 20, 2016, urban level of flood protection finding of adequate progress in the Mossdale Tract Area (formally referred as Reclamation District 17 Basin).

- 4.12 MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1 WITH VALI COOPER AND ASSOCIATES TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RIVER ISLANDS DEVELOPMENT STAGE 2B IMPROVEMENTS

Adopted **Resolution 18-4429** approving a Master Consultant Agreement and Task Order No. 1 with Vali Cooper & Associates, Inc. to provide construction management and inspection services for River Islands Development stage 2B improvements and authorizing a related budget amendment.

- 4.13 APPROVE A JOINT PERMIT AGREEMENT BETWEEN THE CITY OF LATHROP, RECLAMATION DISTRICT 17 AND SOUTH LATHROP LAND, LLC

City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Items 4.11, 4.13, and 4.14 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

Adopted **Resolution 18-4430** approving a Permit Agreement between the City of Lathrop, Reclamation District 17 and South Lathrop Land, LLC for Construction of the South Lathrop outfall structure at the San Joaquin River.

4.14 APPROVE A JOINT PERMIT AGREEMENT BETWEEN THE CITY OF LATHROP, RECLAMATION DISTRICT 17 AND SAYBROOK CLSP, LLC

City Clerk Teresa Vargas confirmed receipt of a public comment letter received for Items 4.11, 4.13, and 4.14 submitted by Martin Harris, Terra Land Group, LLC.; and confirmed distribution to the City Council and copies for the public.

Adopted **Resolution 18-4431** approving a Permit Agreement between the City of Lathrop, Reclamation District 17 and Saybrook CLSP, LLC for Construction of the Central Lathrop outfall structure at the San Joaquin River.

4.15 CREATE CIP WW 19-01 WOODFIELD SEWER PUMP STATION UPGRADE AND RELATED BUDGET AMENDMENT

Adopted **Resolution 18-4432** approving the creation of CIP WW 19-01 Woodfield Sewer Pump Station upgrade and authorizing related budget amendment.

5. **SCHEDULED ITEMS - None**

6. **COUNCIL COMMUNICATIONS**

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to the League of California Cities 2018 Executive Forum and Leadership Workshop held in Monterey, CA. Councilmember Dresser reported his attendance to a recent regular meeting of the San Joaquin Regional Rail.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Dresser expressed interest in a future discussion related to commercial truck and boat parking within the City. Councilmember Akinjo commented on Councilmember Dresser's request; commented on fair enforcement of city codes; and expressed appreciation on the success of the July 1st celebration event. Vice Mayor Elliott expressed appreciation to staff involved with the July 1st celebration event; commented on the dangerous use of illegal fireworks, urged the public to safe and sane fireworks; supported the idea of a future discussion related to commercial truck and boat parking within the City; and commented on the untimely passing of a youth member of the community. Mayor Dhaliwal expressed appreciation to staff involved with the July 1st celebration event; encouraged the public to use legal and sane fireworks.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 7:49 p.m.



Teresa Vargas, CMC
City Clerk

Quarterly Investment Report

June 2018

This report presents a detailed discussion of the City's investment portfolio as of June 30, 2018. It includes all investments managed by the City on its own behalf as well as the City's Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of June 30, 2018, the investment portfolio was in compliance with all state laws and the City's Investment Policy (see Attachment 1).

Current Portfolio Summary

As directed by the Investment Policy adopted by City Council, City staff strives to attain three primary goals with the City's investments as follows (in order of priority):

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

The majority of the portfolio is invested in the Local Agency Investment Fund (LAIF), which is administered by the California State Treasurer's office. LAIF provides the City with an investment vehicle with yields that are slightly greater than U.S. Treasuries (T-bills) with a 2-year maturity or less. LAIF is a high quality investment in terms of safety, liquidity, and yield. Additionally, LAIF is an "On Demand" account; meaning funds may be withdrawn upon with 1 day notice, representing maximum liquidity.

In addition to LAIF, the City holds investments in Money Market Mutual Funds, Nonnegotiable Certificates of Deposit, and State and Local Government Securities (SLGS). These investments are prudent investment choices and are included in the City's Investment Policy as allowable investments.

Each investment mentioned above has a specific maturity date. However, much of the portfolio is On Demand. The short weighted average maturity provides the City with a great deal of liquidity during this period of heightened economic uncertainty and period of low investment yields. This liquidity places the City to invest in longer term maturity investments once interest rates begin to move up toward their historical norms; overall macroeconomic indicators signal solid and consistent growth in future years.

The following table (Table: 1) provides a summary of the City's cash and investments, by holding party, based on recorded value as of June 30, 2018 compared with the prior quarter:

Table: 1				
Holding Party	March 31, 2018		June 30, 2018	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/cash held by the City	\$72,904,378	66%	\$80,109,313	70%
Investments held by Trustees	\$37,984,837	34%	\$35,408,124	30%
TOTAL	\$110,889,216	100%	\$117,517,437	100%

(1) Small variances are due to the summation and rounding of multiple figures to the nearest whole dollar

Please see the following pages (Tables: 2 through 5) for a more detailed analysis of transactional additions and reductions due to cash flow needs, debt service payments, and maturities/rollovers of certain investments.

Revenues arrived during the quarter, per City staff expectations, are as follows: utility payments, property tax, franchise fees, sales tax (including Measure C), developer billing fees, grant reimbursements, building permit fees, plan check fees, and Transient Occupancy Tax (TOT).


Significant payables paid out during the quarter include:

- I. Nonrecurring Expenditure Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
 - a. Contractual – Park & Street Landscaping, and Water Treatment Services
 - b. Intergovernmental payments – San Joaquin County (Police Services), Lathrop Manteca Fire District

Quarterly Economic Update


According to the latest projections from the Business Forecasting Center at the University of the Pacific, California’s economic growth is forecast at a strong 3.4% through 2019, and then declining to 1.9% in 2021 as recession risk grows. Regionally, the Central Valley is expected to show job growth due to the booming logistics sector as it has added jobs to the trucking and warehousing industry. In addition, the Center estimates that most Central Valley metro areas will average single-digit unemployment in 2018. The strengthening housing market is lending support to manufacturing, which was hit by deep federal government spending cuts and slowing global demand. Locally, the San Joaquin Valley area experienced a decrease in unemployment rates (San Joaquin County: 6%; City of Lathrop: 5.5%). While these rates are within the forecasted levels, caution is key to carry out with the business demands of the City.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 5, 2012, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen Salvatore
 City Manager

8:30:18



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 51,026,298	0.228%	57.18%	\$ 51,026,298
Wells Fargo Money Market Mutual Funds	\$ 2,797,350	0.000%	3.13%	\$ 2,797,350
Total Investments Held by the City (1)	\$ 53,823,648	0.216%	60.32%	\$ 53,823,647

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Union Bank	\$ 3,995,097	0.027%	4.48%	\$ 3,995,097
UMB Bank	\$ 334,717	0.000%	0.38%	\$ 334,717
US Bank	\$ -	0.025%	0.00%	\$ -
SJ County Pooled Funds	\$ 262,468	0.260%	0.29%	\$ 262,468
PFM Asset Management	\$ 30,326,359	0.000%	33.99%	\$ 30,326,359
BBVA Compass Bank	\$ 489,483	0.230%	0.55%	\$ 489,483
Total Investments Held by Trustees (2)	\$ 35,408,124	0.008%	39.68%	\$ 35,408,124

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 89,231,771	0.134%	100.00%	\$ 89,231,771
Cash in Checking Accounts - Recorded Value	\$ 28,285,666			
Total Cash and Investments	\$ 117,517,437			

Weighted Average Maturity of Portfolio (days): 1
One month benchmark for U.S. Treasuries: 0.02%
Three month benchmark for U.S. Treasuries: 0.03%

Notes:

(1) See Table: 4 for detailed investments held by the City.

(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 51,026,298	-	-	\$ 51,026,298
Wells Fargo Money Market Mutual Funds (2)	\$ 2,793,791	3,559	-	\$ 2,797,350
Total Investments Held by the City	\$ 53,820,089	3,559	-	\$ 53,823,647

Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
BBVA Compass Bank	\$ 489,121	362	-	\$ 489,483
SJ County Pooled Funds	\$ 332,431	-	(69,963)	\$ 262,468
UMB Bank	\$ 336,692	347	(2,322)	\$ 334,717
Union Bank (3)	\$ 5,931,044	296,827	(2,232,774)	\$ 3,995,097
US Bank	\$ -	-	-	\$ -
PFM Asset Management	\$ 30,245,364	3,095,888	(3,014,893)	\$ 30,326,359
Total Investments Held by Trustees	\$ 37,334,652	\$ 3,393,424	\$ (5,319,952)	\$ 35,408,124

Total Cash in Checking Accounts Held by the City (2)	\$ 25,066,384	8,406,900	(5,187,618)	\$ 28,285,666
---	----------------------	------------------	--------------------	----------------------

Total Cash and Investments Held by the City and Trustees	\$ 116,221,125	\$ 11,803,882	\$ (10,507,570)	\$ 117,517,437
---	-----------------------	----------------------	------------------------	-----------------------

Notes:

(1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).

(2) Property Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: Police Services expenses, and SSJID SCSWSP O & M expenses.

(3) Interest earnings, debt service payments.

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No. Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	0.257%	Varies	On Demand	51,026,298	51,026,298
						<u>\$ 51,026,298</u>	<u>\$ 51,026,298</u>
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.000%	Varies	On Demand	2,797,350	2,797,350
						<u>\$ 2,797,350</u>	<u>\$ 2,797,350</u>
TOTAL INVESTMENTS HELD BY CITY						\$ 53,823,647	\$ 53,823,648

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by Union Bank by Account						
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>						
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund		0.010%	10/18/05	On Demand	\$ 241,571	\$ 241,571
<i>2000 North Harlan Improvement District 99-01</i>						
Money Market - Reserve Account		0.010%	7/12/00	On Demand	\$ 92,637	\$ 92,637
Money Market - Redemption Account		0.010%	7/12/00	On Demand	\$ 1	\$ 1
<i>2003-2A Lathrop CFD</i>						
Money Market- Interest Account		0.010%	12/12/03	On Demand	\$ 7	\$ 7
LAIF - Interest Account		0.257%	03/19/03	On Demand	\$ 721,877	\$ 721,877
<i>CDPH/CDWR - SRF Loan</i>						
Agreement Account		0.000%	12/22/10	On Demand	\$ 294,755	\$ 294,755
Agreement Account - Reserve Fund		0.000%	12/22/10	On Demand	\$ 601,605	\$ 601,605
2013-1 Mossdale Village						
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 19	\$ 19
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 951,566	\$ 951,566
2013-1 Special Tax Bonds						
2013-1 Mossdale Special Tax		0.000%	10/1/13	On Demand	\$ 60	\$ 60
2013-1 Mossdale Special Tax		0.000%	10/1/13	On Demand	\$ 6	\$ 6
2013-1 Mossdale Special Tax		0.000%	10/1/13	On Demand	\$ 264,122	\$ 264,122
2015 Crossroads Series B						
2015 Crossroads Series B - LOIB RDP		0.000%	9/1/15	On Demand	\$ 1	\$ 1
2015 Crossroads Series B - LOIB Reserve		0.000%	9/1/15	On Demand	\$ 745,892	\$ 745,892
2015 Crossroads Series B - Improvements		0.000%	9/1/15	On Demand	\$ 80,977	\$ 80,977
Total Investments Held by Trustee - Union Bank					\$ 3,995,097	\$ 3,995,097
Investments Held by BBVA Compass Bank by Account						
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>						
Certificate of Deposit - Reserve Fund		0.230%	4/24/13	4/24/14	\$ 489,483	\$ 489,483
Total Investments Held by Trustee -BBVA Compass Bank					\$ 489,483	\$ 489,483

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account						
<i>2006-1 Central Lathrop Phase I Infrastructure CFD</i>						
Special Tax Fund		0.000%	9/12/06	On Demand	\$ 296,062	\$ 296,062
Interest Fund		0.000%	9/12/06	On Demand	\$ 1	\$ 1
TTEE Fee & Comp Exp		0.002%	9/12/06	On Demand	\$ 38,602	\$ 38,602
Reserve Fund		0.000%	9/12/06	On Demand	\$ 0	\$ 0
Improvement Fund		0.000%	9/12/06	On Demand	\$ 51	\$ 51
Total Investments Held by Trustee - UMB Bank					\$ 334,717	\$ 334,717
Investments Held by San Joaquin County by Account						
<i>Sanitary Sewer Assessment District #1</i>						
Pooled Funds - Redemption Account		0.260%	10/1/87	On Demand	\$ 262,468	\$ 262,468
Total Investments Held by Trustee -San Joaquin County					\$ 262,468	\$ 262,468
Investments Held by PFM Asset Management by Account						
<i>PFM Asset Management</i>						
Money Market Fund		0.000%	5/28/15	05/28/15	\$ 4,480	\$ 4,480
US Treasury Notes	912828TC4	1.00%	12/1/16	6/30/19	\$ 592,031	\$ 592,031
US Treasury Notes	9128282K5	1.38%	7/31/17	7/31/19	\$ 296,754	\$ 296,754
US Treasury Notes	912828WW6	1.63%	7/31/14	7/31/19	\$ 644,668	\$ 644,668
US Treasury Notes	912828UL2	1.38%	1/31/13	1/31/20	\$ 407,884	\$ 407,884
US Treasury Notes	912828H52	1.25%	12/1/16	1/31/20	\$ 882,773	\$ 882,773
US Treasury Notes	912828H52	1.25%	2/2/15	1/31/20	\$ 1,765,546	\$ 1,765,546
US Treasury Notes	912828W22	1.38%	2/15/17	2/15/20	\$ 785,718	\$ 785,718
US Treasury Notes	912828J84	1.38%	3/31/15	3/31/20	\$ 1,176,656	\$ 1,176,656
US Treasury Notes	912828K58	1.38%	4/30/15	4/30/20	\$ 979,531	\$ 979,531
US Treasury Notes	912828XE5	1.50%	6/1/15	5/31/20	\$ 416,799	\$ 416,799
US Treasury Notes	912828XH8	1.63%	6/30/15	6/30/20	\$ 1,497,896	\$ 1,497,896
US Treasury Notes	912828XM7	1.63%	7/31/15	7/31/20	\$ 735,879	\$ 735,879
US Treasury Notes	912828L32	1.38%	8/31/15	8/31/20	\$ 1,023,914	\$ 1,023,914
US Treasury Notes	912828L99	1.38%	10/31/15	10/31/20	\$ 1,021,453	\$ 1,021,453
US Treasury Notes	912828M98	1.63%	11/30/15	11/30/20	\$ 586,547	\$ 586,547
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 793,579	\$ 793,579
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 1,126,686	\$ 1,126,686
US Treasury Notes	912828N89	1.38%	1/31/16	1/31/21	\$ 484,746	\$ 484,746
US Treasury Notes	912828N89	1.38%	1/31/16	1/31/21	\$ 664,102	\$ 664,102
US Treasury Notes	912828CS7	2.25%	3/31/14	3/31/21	\$ 470,417	\$ 470,417
US Treasury Notes	912828CS7	2.25%	3/31/14	3/31/21	\$ 569,452	\$ 569,452
US Treasury Notes	912828WG1	2.25%	4/30/14	4/30/21	\$ 1,089,000	\$ 1,089,000
US Treasury Notes	912828WN6	2.00%	6/2/14	5/31/21	\$ 638,752	\$ 638,752
US Treasury Notes	912828WR7	2.13%	6/30/14	6/30/21	\$ 1,059,463	\$ 1,059,463
US Treasury Subtotal:					\$ 19,710,247	\$ 19,710,247

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2018

Investment Description	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Federal Agency Bond/Note						
FNMA Benchmark Note	3135G0J53	1.00%	2/19/16	2/26/19	\$ 2,955,266	\$ 2,955,266
FHLMC Notes	3137EACA5	3.75%	3/2/16	3/27/19	\$ 490,243	\$ 490,243
Freddie Mac Notes	3137EADZ9	1.13%	4/27/16	4/15/19	\$ 148,617	\$ 148,617
FHLB Global Notes	3130A8DB6	1.13%	6/2/16	6/21/19	\$ 345,751	\$ 345,751
FHLB Global Notes	3130A8DB6	1.13%	6/27/16	6/21/19	\$ 765,591	\$ 765,591
FHLB Global Notes	3130A8DB6	1.13%	6/3/16	6/21/19	\$ 1,012,555	\$ 1,012,555
FHLMC Reference Note	3137EAEB1	0.88%	7/20/16	7/19/19	\$ 280,498	\$ 280,498
FHLMC Reference Note	3137EAEB1	0.88%	10/3/16	7/19/19	\$ 885,783	\$ 885,783
FNMA Benchmark Note	3135G0N33	0.88%	8/2/16	08/02/19	\$ 885,041	\$ 885,041
FNMA Notes	3135G0P49	1.00%	9/2/16	08/28/19	\$ 1,514,813	\$ 1,514,813
FNMA Notes	3135G0T29	1.50%	2/28/17	2/28/20	\$ 294,930	\$ 294,930
FHLMC Agency Notes	3137EAEF2	1.38%	4/20/17	4/20/20	\$ 489,608	\$ 489,608
Fannie Mae Notes	3135G0U35	2.75%	6/25/18	6/22/21	\$ 445,395	\$ 445,395
Federal Agency Subtotal:					\$ 10,514,090	\$ 10,514,090
Interest						
Accrued Interest					\$ 97,543	\$ 97,543
Total Investments Held by Trustee -PFM Asset Management					\$ 30,326,359	\$ 30,326,359
* Investments made per CLSP Bond Indenture						
Total Investments Held by Trustees					\$ 35,408,124	\$ 35,408,124

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

ITEM: **2018 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT**

RECOMMENDATION: **Adopt Resolution Adopting an Amended Conflict of Interest Code**

SUMMARY:

The City of Lathrop has adopted a local Conflict of Interest Code as mandated by the Political Reform Act of 1974. In addition, the Act requires the City to review the Code biennially on even-numbered years. In reviewing the Code, it was determined that an amendment is necessary to reflect current organizational structure and position classifications and duties.

BACKGROUND:

The Political Reform Act of 1974 requires that cities and other local government agencies adopt local Conflict of Interest Codes. Lathrop's code requires disclosure of financial interests of certain employees, consultants and members of boards and commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. Additionally, employees who hold positions designated in the City's Conflict of Interest Code must disclose specified types of financial interests on annual financial disclosure statements that are filed with the City Clerk.

The Political Reform Act also requires every local government agency to review its Conflict of Interest Code biennially to determine its accuracy no later than October 1 of even-numbered years. Updates do not change the basic conflict of interest abstention rules, which reflect state law. However, changes in City staff titles, organization structure and responsibilities require that the designated position list and disclosure categories be updated as indicated below.

List of Designated Positions:

The list of designated positions is part of the City's Code specifying which employees must file annual financial disclosure statements. For each designated position the list establishes the categories of financial interests for which disclosure must be made. Requirements for disclosure differ from job to job in accordance with the types of financial interests which might be affected by an officer's or employee's decision making.

**CITY MANAGER'S REPORT
 SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
 2018 CONFLICT OF INTEREST CODE AMENDMENT**

The list of designated positions is proposed to be amended to reflect the City's current position classifications and duties. The categories of required disclosure have been modified for some positions to reflect the financial interests that may currently be affected by an employee's governmental decisions. A copy of the proposed list of designated positions is attached to the Resolution as Exhibit A.

Summary of Changes:

Action	Department	Position/Title	Reason
Add	Administrative Services	<ul style="list-style-type: none"> Human Resource Manager 	New title/position to Conflict of Interest Code
Add	Community Development	<ul style="list-style-type: none"> Assistant Community Development Director 	New title/position to Conflict of Interest Code
Update	City-wide	<ul style="list-style-type: none"> Management Analyst I/II – Confidential 	Budget Analyst I/II series reclassified to Management Analyst I/II – Confidential
Remove	City-wide	<ul style="list-style-type: none"> Budget Analyst I/II Management Analyst I/II - Non-confidential 	Titles(s) eliminated
Add	Public Works	<ul style="list-style-type: none"> Senior Construction Manager 	New title/position to Conflict of Interest Code
Add	Public Works	<ul style="list-style-type: none"> Project Manager 	New title/position to Conflict of Interest Code
Remove	Public Works	<ul style="list-style-type: none"> Projects and Programs Manager 	Title eliminated
Add	Community Development	<ul style="list-style-type: none"> Principal Planner 	New title/position to Conflict of Interest Code
Add	Public Works	<ul style="list-style-type: none"> Assistant Chief Building Official 	New title/position to Conflict of Interest Code
Add	Public Works	<ul style="list-style-type: none"> Assistant Public Works Director 	New title/position to Conflict of Interest Code

Disclosure Categories:

The disclosure categories establish the types of financial disclosure that must be made by each designated employee. A copy of the list of disclosure categories is attached to the Resolution as Exhibit B.

REASON FOR RECOMMENDATION:

The Political Reform Act requires a biennial review of the City's Conflict of Interest Code by October 1, 2018. Organizational changes have resulted in a need to amend the Code.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Resolution adopting an amended Conflict of Interest Code
 - a. Exhibit A – Designated Positions
 - b. Exhibit B – Disclosure Categories

**CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
2018 CONFLICT OF INTEREST CODE AMENDMENT**

APPROVALS:



Teresa Vargas
City Clerk

9/5/18

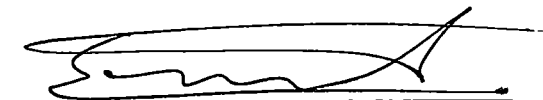
Date



Cari James
Administrative Services and
Finance Director

9/5/18


Date



Salvador Navarrete
City Attorney

9-5-18

Date



Stephen J. Salvatore
City Manager

9.6.18

Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ADOPTING AN AMENDED CONFLICT OF INTEREST CODE**

WHEREAS, the City of Lathrop adopted and promulgated a Conflict of Interest Code pursuant to the terms of Title 2, Division 6 of the California Code of Regulations, Section 18730, and within the meaning of the Political Reform Act of 1974, Government Code Section 87300, et seq.; and

WHEREAS, under the Political Reform Act, Government Code Section 87306 permits the amendment of the City's Conflict of Interest Code; and

WHEREAS, the City Council previously adopted Resolution 16-4132 adopting an amended Conflict of Interest Code; and

WHEREAS, the Political Reform Act, Government Code section 87306.5, requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate; and

WHEREAS, in the biennial review of designated positions, it was determined the list of designated positions needed to be amended to reflect current staffing and organizational structure;

NOW, THEREFORE, BE IT RESOLVED that the amended Conflict of Interest Code, including the revised list of Designated Positions (Exhibit A) and the Disclosure Category explanations (Exhibit B), is hereby approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED that Resolution No. 16-4132 is repealed by the adoption of this resolution.

PASSED AND ADOPTED this 10th day of September, 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

EXHIBIT A

**CITY OF LATHROP
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the City of Lathrop.

DESIGNATED POSITIONS

Individuals holding designated positions shall file Statements of Economic Interest with the City Clerk who will make the statements available for public inspection and reproduction (Government Code Section 82008).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701 (b), are NOT subject to the City's code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only. It has been determined that the positions listed below are City of Lathrop officials who manage public investments:

City Manager / Treasurer	Mayor
City Attorney	City Councilmembers
Finance Director	Planning Commission Members

Upon receipt of the statements, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

DESIGNATED POSITIONS

<u>DEPARTMENTS/Positions</u>	<u>Disclosure Categories</u>
ADMINISTRATIVE SERVICES	
Administrative Services Director	1, 2
Human Resource Manager	1, 2, 6
CITY ATTORNEY	
City Attorney	*
CITY CLERK	
City Clerk	1, 2
CITY ENGINEER	
City Engineer	1, 2, 3
CITY MANAGER	
City Manager / Treasurer	*
COMMUNITY DEVELOPMENT	
Community Development Director	1, 2, 3
Assistant Community Development Director	1, 2, 3,
Principal Planner	2, 3, 6, 7
Senior Planner	2, 3, 6, 7
FINANCE	
Finance Director	*
Accountant	4
Accounting Manager	4
Management Analyst I/II – Confidential	6
Budget Manager	4
Information Technology Manager	5, 7
Programmer Analyst	5, 7
PARKS AND RECREATION	
Parks and Recreation Director	1, 2
Parks and Recreation Superintendent	2, 3, 6
Recreation Supervisor	6
POLICE SERVICES	
Chief of Police	1, 2
Police Lieutenant	1, 2
Police Services Manager	2, 6, 7
Management Analyst I/II – Confidential	6

PUBLIC WORKS

Public Works Director	1, 2
Assistant Public Works Director	1, 2
Principal Engineer	2, 3, 6, 7
Senior Management Analyst	6
Senior Construction Manager	2, 3, 6, 7
Project Manager	2, 3, 6, 7
Senior Civil Engineer	2, 3, 6, 7
Maintenance and Operations Superintendent	2, 3, 5, 6
Chief Building Official	2, 3, 6, 7
Assistant Chief Building Official	2, 3, 6, 7
Building Inspector I/II/III	2, 3, 6, 7
Code Compliance Officer	2, 3, 6, 7
Code Compliance Supervisor	2, 3, 6, 7

MAYOR AND CITY COUNCILMEMBERS *

PLANNING COMMISSION MEMBERS *

PARKS AND RECREATION COMMISSION MEMBERS 1, 2

CITY CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (1, 2) in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as others under this code.

* NOTE: Members of the City Council, Planning Commission, the City Manager, City Attorney, and Treasurer have filing requirements imposed by State Law rather than by local enactment.

EXHIBIT B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, that the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two years.

**PAGE LEFT
INTENTIONALLY
BLANK**

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

ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR THE 2018 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) WASHINGTON, D.C. ADVOCACY TRIP**

RECOMMENDATION: **Adopt a Resolution Authorizing Out-of-State Travel for Council Member Dresser, Representing the City of Lathrop as a SJAFCA Board Member, to attend the 2018 Fall Advocacy Trip in Washington, D.C., from September 25, 2018 to September 27, 2018**

SUMMARY:

On January 29, 2018, the City Council appointed Vice Mayor Elliott and Councilmember Dresser as the City of Lathrop's Board Members to the San Joaquin Area Flood Control Agency (SJAFCA).

Each year, representatives of the SJAFCA travel to Washington, D.C., to meet with federal representatives and policymakers in Congress to discuss SJAFCA's priority projects. As a new member to SJAFCA, this is the first advocacy trip in which Lathrop is represented by a voting Board Member.

SJAFCA's travel policy, adopted by SJAFCA Resolution No. 06-02, states that costs associated with this trip will be funded for all SJAFCA board representatives. Availability for this trip was discussed with both Vice Mayor Elliott and Councilmember Dresser. Councilmember Dresser is available to attend.


Tonight, staff is requesting authorization to make out-of-state travel arrangements for Council Member Dresser, to represent the City of Lathrop as a SJAFCA Board Member, in the 2018 Fall Advocacy Trip in Washington, D.C., from September 25, 2018 to September 27, 2018.

BACKGROUND:

The local San Joaquin County land use agencies entered into a Memorandum of Understanding with Reclamation District (RD) 17 on May 16, 2016 to reach conceptual agreement for broad collaboration among the land use agencies and RD 17 regarding the planning and design work and implementation of 200-year flood protection project in the RD 17 basin (Fix-in-Place Project). Pursuant to the MOU, representatives from San Joaquin County, and the cities of Stockton, Lathrop, and Manteca have been meeting with San Joaquin Area Flood Control Agency (SJAFCA) and RD 17 staff to evaluate and explore options for the governance, adoption, and implementation of the Fix-in-Place Project.

CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF THE 2018 SJAFCA ADVOCACY TRIP TO WASHINGTON, D.C.

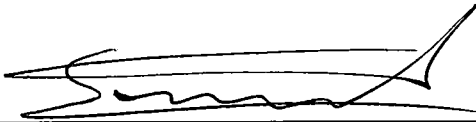
APPROVALS:



Teresa Vargas
City Clerk

9/5/18

Date



Salvador Navarrete
City Attorney

9-5-18

Date



Stephen J. Salvatore
City Manager

9.5.18

Date

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT-OF-STATE TRAVEL FOR COUNCIL MEMBER DRESSER, REPRESENTING THE CITY OF LATHROP AS A SJAFCA BOARD MEMBER, TO ATTEND THE 2018 FALL ADVOCACY TRIP IN WASHINGTON, D.C., FROM SEPTEMBER 25, 2018 TO SEPTEMBER 27, 2018

WHEREAS, on January 29, 2018, the City Council approved Resolution 18-4339, approving an amendment and restated JEPA with SJAFCA, to include the cities of Lathrop and Manteca as voting members; and

WHEREAS, also on January 29, 2018, the City Council appointed Vice Mayor Elliott and Councilmember Dresser as the City of Lathrop's Board Members to the SJAFCA JEPA; and

WHEREAS, each year, representatives of the SJAFCA travel to Washington, D.C., to meet with federal representatives and policymakers in Congress to discuss SJAFCA's priority projects; and

WHEREAS, as a new member to SJAFCA, this is the first advocacy trip in which Lathrop is represented by a voting Board Member; and

WHEREAS, SJAFCA's travel policy states that costs associated with this trip will be funded for all SJAFCA representatives; and

WHEREAS, availability for this trip was discussed with both Vice Mayor Elliott and Councilmember Dresser, and Councilmember Dresser is available to attend.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby authorizes staff to make out-of-state travel arrangements for Council Member Dresser, to represent the City of Lathrop as a SJAFCA Board Member, in the 2018 Fall Advocacy Trip in Washington, D.C., from September 25, 2018 to September 27, 2018.

The foregoing resolution was passed and adopted this 10th day of September, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

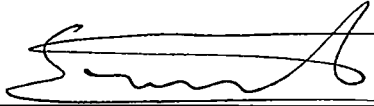
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

The actual amount of funding to provide the on-going services of the EDA was originally established by the EZ Committee (members of all communities including the City of Lathrop). The baseline budget was set at \$470,000 which was deemed to be adequate to provide the expected level of service to each member municipality. The following table provides the allocation of costs pursuant to Commercial and Industrial Property Square Miles:

Table 1			
Jurisdiction	Commercial/Industrial Property Square Miles	100% Contribution	50% Contribution
San Joaquin County	20.52	\$162,912	\$81,456
Stockton	16.45	\$130,600	\$65,300
Tracy	6.97	\$55,336	\$27,668
Lathrop	6.78	\$53,828	\$26,914
Manteca	3.26	\$25,882	\$12,941
Lodi	3.19	\$25,326	\$12,663
Ripon	1.18	\$9,368	\$4,684
Escalon	.85	\$6,748	\$3,374
TOTAL	59.2	\$470,000	\$235,000

The EDA Board directed their staff to pursue funding at the 50% level initially, and ultimately ramp up contributions to the 100% mark depending upon the level of services desired and resources available. To date, the EDA has executed agreements with San Joaquin County and the Cities of Tracy, Manteca, Stockton, and Ripon. The Cities of Tracy, Manteca, and Ripon are currently set at the 50% level, while San Joaquin County is funding the EDA for \$70,000 for Fiscal Year 2018-2019. Stockton has a hybrid approach and only focused on specific EDA services. The EDA is seeking a 50% (\$26,914) contribution from the City of Lathrop for a 12-month service in 2018-2019. A revised agreement will be required once the current agreement expires and if the contribution exceeds the 50% level.

On September 18, 2017, Steven Lantsberger, Economic Development Director of the EDA, provided the City Council with a brief presentation highlighting the history and purpose of the EDA. On August 13, 2018, the City Council directed staff to prepare an agreement with the EDA to provide economic development services to the City of Lathrop.

RECOMMENDATION:

Following Council’s direction, staff has prepared an agreement with the EDA to provide economic development services to the City of Lathrop.

**CITY MANAGERS REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
SAN JOAQUIN COUNTY EDA**

PAGE 3

FISCAL IMPACT:

The EDA will be funded by the General Fund Reserve. Staff is requesting the following budget amendment:

<u>Budget amendment for San Joaquin County EDA</u>	
Increase Expense	
1010-2010-420-01-00	\$26,914

ATTACHMENTS:

1. Resolution Authorizing Agreement with the San Joaquin County EDA
2. San Joaquin County EDA Agreement

**CITY MANAGERS REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
SAN JOAQUIN COUNTY EDA**

PAGE 4

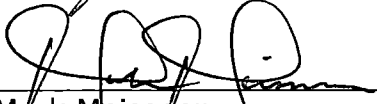
APPROVALS:



Rick Cagniat
Senior Planner

8-28-18

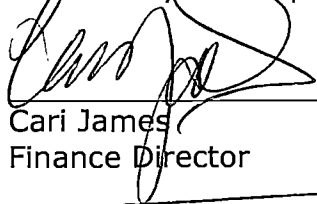
Date



Mark Meissner
Community Development Director

8/28/18

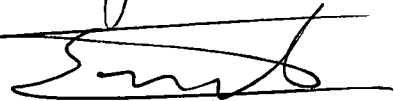
Date



Cari James
Finance Director

8/29/18

Date



Salvador Navarrete
City Attorney

8-30-18

Date



Stephen J. Salvatore
City Manager

9-6-18

Date

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AGREEMENT WITH THE SAN JOAQUIN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION TO PROVIDE ECONOMIC DEVELOPMENT SERVICES TO THE CITY OF LATHROP

WHEREAS, the San Joaquin County Economic Development Association (EDA) has requested that the City Council consider an agreement for the EDA to provide economic development services to the City; and

WHEREAS, the City desires to use funds for the promotion of social and economic welfare of its citizens through economic growth and creation of job opportunities for Lathrop residents; and

WHEREAS, the EDA was organized under the non-profit laws of the State of California in 1963 for the purpose of promoting social welfare; and

WHEREAS, the EDA has developed and implemented a variety of economic development programs in San Joaquin County including, but not limited to: San Joaquin Enterprise Zone ("EZ") and San Joaquin County Revolving Loan Fund ("RLF") that have facilitated the creation and retention of tens of thousands of jobs in San Joaquin County; and

WHEREAS, the EDA is staffed by seasoned economic development professionals with general and specific expertise in a variety of disciplines; and

WHEREAS, the EDA has direct and relevant experience in advancing the four pillars of economic development – business attraction, business retention and expansion, entrepreneurial development, and core infrastructure including workforce initiatives; and

WHEREAS, the City and the EDA have recognized common interests, desires and objectives, and have determined that their mutual economic development goals can best be accomplished by working collectively; and

WHEREAS, the City desires to enter into an agreement with the EDA to provide certain specialized economic development assistance and support as set forth in the attached Agreement; and

WHEREAS, the City Council of the City of Lathrop, California, has approved and authorized the use of funds to enable and assist the EDA in operating a program designed to accomplish mutually-beneficial economic development goals and objectives; and

WHEREAS, the EDA would be providing this service to the City by contract and not as a City employee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby authorizes City staff to enter into an agreement with the San Joaquin County Economic Development Association to provide economic development services to the City.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby authorizes a budget amendment allocating \$26,914 from the General Fund Reserve and increase the account 1010-2010-420-01-00. The total cost of the contract is a not to exceed amount of \$26,914 for a twelve (12) month contract.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th day of September, 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

**CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
LATHROP AND THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN
JOAQUIN COUNTY**

FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, dated for convenience this **10th** day of **September 2018**, is by and between the **ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY** ("EDA") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS.

WHEREAS, the CITY desires to enhance the economic well-being and quality of life for the Lathrop community through workforce and business retention, expansion, and formation; and

WHEREAS, the Economic Development Association of San Joaquin County is specially trained, experienced, and competent to provide Professional Economic Development Services, which are required by this agreement; and

WHEREAS, the Economic Development Association of San Joaquin County has indicated a willingness and desire to provide Professional Economic Development services for benefit of the City of Lathrop; and

WHEREAS, the Economic Development Association of San Joaquin County agrees to comply to all applicable laws; and

NOW, THEREFORE, the Economic Development Association of San Joaquin County and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

The EDA agrees to provide professional Economic Development Services in accordance with the scope of work and fee proposal provided by the EDA, attached hereto as Exhibit "A" and incorporated herein by reference. The EDA agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation.

In exchange for services performed under this agreement, City agrees to pay the EDA a sum not to exceed \$26,914 for twelve months of service. In no event shall the EDA be entitled to compensation for work in excess of this agreement unless modified by a properly executed change order. The parties acknowledge that this

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

is a fixed-fee Agreement of \$2,243.83 per month for a total of 12 months and there are no minimum number of hours required to discharge the Scope of Services set forth in Exhibit A.

(3) Effective Date and Term.

The effective date of this Agreement shall be October 1, 2018 and run 12 consecutive months ending on September 30, 2019.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that the EDA, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, the EDA is responsible for controlling the means and methods to complete the scope of services to City's satisfaction. The EDA expressly warrants not to represent, at any time or in any manner, that the EDA is an employee of the CITY.

(5) Billings

EDA shall submit semi-annual billings to the City. The EDA's bills shall include a list of all tasks, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, the EDA shall not bill CITY for duplicate services performed by more than one person.

(6) Advice and Status Reporting

Accompanying the Billings, the EDA shall provide the CITY with timely reports in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

The EDA shall assign only competent personnel to perform services pursuant to this Agreement.

The services shall be performed by, or under the direct supervision, of Economic Development Association of San Joaquin County Employment & Economic Development Department's Authorized Representative: **Steven J. Lantsberger**, The EDA shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

competence of the EDA. Neither this Agreement nor any interest therein may be assigned by the EDA without the prior written approval of CITY'S authorized representative. The EDA shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors that may be required to carry out specific functions of Exhibit A that would be beneficial to the CITY, without prior written approval of the CITY'S authorized representative, which shall not be unreasonably withheld.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, the EDA, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the Insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. The EDA shall not allow any subcontractor to commence work on any subcontract until all insurance required of the EDA has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. The EDA shall, at EDA'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by EDA. The insurer, if insurance is provided, or the EDA, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. The EDA, at EDA's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

arising out of activities performed by or on behalf of EDA, including the insider's general supervision of EDA; products and completed operations of EDA; premises owned, occupied or used by EDA. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

- (ii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iii) Any failure of EDA to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (iv) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. The EDA, at EDA's own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim.
- (d) Deductibles and Self-Insured Retentions. EDA shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, EDA may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY'S authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that EDA procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, EDAs shall provide written notice to CITY at EDA's earliest possible opportunity and in no case later than five days after EDA is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if EDA fails to provide or maintain any insurance policies or policy endorsements to

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

the extent and within the time herein required, CITY may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order EDA to stop work under this Agreement or withhold any payment which becomes due to EDA hereunder, or both stop work and withhold any payment, until EDA demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

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

(10) Indemnification - SJC EDA'S Responsibility

As to the EDA's work hereunder, it is understood and agreed that (a) EDA has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of EDA to perform the work in a skillful and professional manner, and (c) EDA thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said EDA from such professional responsibility for the work performed. It is further understood and agreed that EDA is apprised of the scope of the work to be performed under this Agreement and EDA agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to SJC EDA's profession.

EDA shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of EDA, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of EDA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778.4 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve EDA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

(a) **Limit of Liability.** In performing its obligations set forth in this Agreement, at no time shall one Party's financial liability to the other exceed the total Compensation set forth in Section 2.

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

Either CITY or EDA may cancel this Agreement at their sole and absolute discretion for any or no reason whatsoever upon 30 days written notification to the other party. In the event of termination, the EDA shall be entitled only to compensation for services performed to the effective date of termination with the annual fee of \$26,914 prorated per day at a rate of \$103.52 per business day; furthermore, the CITY may condition payment of such compensation upon EDA's delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to EDA or prepared by or for EDA or the CITY in connection with this Agreement.

(14) Notices

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

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

Copy to: City of Lathrop
Community Development Department
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7290
FAX: (209) 941-7268

To SJC EDA: Economic Development Association of San
Joaquin County Employment & Economic
Development Department
56 S. Lincoln Street
Stockton, CA 95203
Phone: (209) 468-3619
Fax: (209) 468-3617

(13) Miscellaneous

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

or written agreements between the parties that are not incorporated in this Agreement.

- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of EDA. In the exercise of rights and obligations under this Agreement, EDA acts as an independent contractor and not as an agent or employee of CITY. EDA shall receive direction from the City Manager and perform the services detailed in Scope of Service but shall conduct said services according to his independent, professional judgment and as he determines appropriate to serve the needs of his client, the City of Lathrop. EDA shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and EDA expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (n) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(14) Notice to Proceed

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

(15) Signatures

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

Approved at to Form:

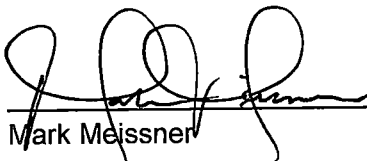
City of Lathrop
City Attorney



Salvador Navarrete 8-29-18
Date

Recommended for Approval:

City of Lathrop
Community Development Director



Mark Meissner 8/29/18
Date

Accepted by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Economic Development Association of San
Joaquin County - Employment & Economic
Development Department

Signature Date

(Print Name and Title)

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

(15) Signatures

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

Approved at to Form: City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Community Development Director

Mark Meissner Date

Accepted by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT: Economic Development Association of San
Joaquin County - Employment & Economic
Development Department

Signature Date
8/31/18
John M. Solis, Executive Director
(Print Name and Title)

**San Joaquin County Economic Development Association (EDA)
Proposed Services to the City of Lathrop**

1. Economic Development – Business Retention, Engagement & Expansion

- a. Conduct 25 visits or contacts with CITY companies to identify expansion candidates and provide support services including referrals to other service providers including the Northeastern California Small Business Development Center ("SBDC"), San Joaquin County WorkNet ("WorkNet"), and others, as appropriate.
- b. CONTRACTOR will meet with the Top 10 private employers (identified by CITY) annually to identify challenges and opportunities facing businesses in CITY. CONTRACTOR shall compile reconnaissance and provide to CITY for review.
- c. Provide outreach to existing employers located within the boundaries of the former Enterprise Zone, educating them on the lifespan of hiring credits plus new incentives including California Competes, New Jobs Tax Credit, Sales & Use Tax Exemption, etc.
- d. Provide technical assistance to: (i) encourage the expansion of existing firms thereby facilitating job creation; (ii) at-risk companies contemplating disinvestment for the purpose of job retention.
- e. Develop or recommend training and education opportunities to start-up businesses.
- f. Analyze and interpret various data sources to evaluate growth, decline, establishment or closure of existing CITY businesses.
- g. Provide resources and referrals to entrepreneurs as requested.

2. Business Formation – Entrepreneurial Development

- a. Provide resources and referrals to appropriate service providers including training and education opportunities.
- b. In collaboration with other agencies and organizations, develop, host, and facilitate topical workshops germane to new business formation.
- c. Provide referrals to local micro-loan programs including the Business Incubator Loan (BIL) Program operated by CONTRACTOR.

3. Business Recruitment & Support

- a. Support CITY'S business attraction program(s) conducted by the San Joaquin Partnership ("SJP") by providing workforce recruitment, prospective employee screening and testing, and on-the-job training programs ("OJT") through WorkNet.
- b. Augment the CITY'S retail attraction program by: (i) assisting in the appropriate compilation of demographics; (ii) development and deployment of marketing strategies; (iii) attendance at industry trade shows including the International Council of Shopping Centers ("ICSC"); and (iv) evaluating incentive requests.
- c. Develop and present available employment & training incentives to prospective employers as requested by the CITY or SJP.
- d. Represent CITY at trade shows orchestrated by SJP, TeamCalifornia or other groups as requested by CITY.

4. Infrastructure

- a. Assist CITY staff in development of project concepts and supporting documentation for inclusion in the San Joaquin Comprehensive Economic Development Strategy ("CEDS"). The CITY'S execution of this Agreement and associated compensation to CONTRACTOR shall relieve CITY of any pro-rata payment for the annual CEDS update.
- b. As required, provide technical assistance in preparation of various infrastructure grants originating from local, regional, state or national agencies or organizations.
 - l. Evaluate and recommend funding alternatives to support CITY infrastructure priorities and capital improvement program (CIP)

5. Legislative Advocacy & Awareness

- a. Review and interpret proposed and existing state and federal legislation pertaining to economic development and the opportunity(ies) or threat(s) anticipated or available.
- b. Coordinate letters of support or opposition, as necessary.
- c. Provide general updates as needed at Business Team San Joaquin (BTSJ) meetings or through other methods of communication.
- d. Broadcast upcoming local, regional, or state events including workshops, seminars, conferences focusing on economic development that support CITY'S goals.

6. Workforce Development & Incentives

- a. With assistance of WorkNet and other service partners, convene existing employers to identify skills gaps with the intent of developing a qualified and skilled workforce.
- b. On behalf of CITY, participate in Layoff Aversion Strategies and Rapid Response efforts in partnership with WorkNet. Assist CITY in developing appropriate business engagement infrastructure.
- c. Make presentations or conduct workshops focusing on workforce training and incentives available to business and industry, as needed.

7. Economic Development – Analysis

- a. Upon request, perform economic research in support of the services described in Section 2.1, including the compilation and analysis of economic data. CONTRACTOR shall provide CITY with pertinent information on an as-needed basis, as well as with quarterly written reports.

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY MANAGER REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE STREET NAME RECOMMENDATIONS
ASSOCIATED WITH THE SOUTH LATHROP
COMMERCE CENTER PROJECT**

RECOMMENDATION: Adopt a Resolution Approving the Following:

- **Street Name Change from "Guthmiller Road" to "Yosemite Avenue"; and**
- **Replace the Suffix of Yosemite "Avenue" with Yosemite "Court".**

SUMMARY:

Staff is requesting to rename the segment of "Guthmiller Road", adjacent to State Route 120, to "Yosemite Avenue". In addition, staff is also proposing to replace the street suffix of a nearby roadway segment from Yosemite "Avenue" to Yosemite "Court" as shown in the attached exhibit (Attachment 2). The purpose of this effort is to improve navigation and provide clarity on existing road networks in conjunction with the development of the South Lathrop Commerce Center (SLCC) project. The proposed street name change will help prevent confusion with motorists, delivery services, and emergency responders.

Staff requests that City Council adopt a Resolution approving the proposed change in street names as shown in the attached exhibit.

BACKGROUND:

The Lathrop City Council approved the South Lathrop Specific Plan on July 20, 2015. Their approval included certification of the Environmental Impact Report (EIR) for the SLSP, adoption of the Specific Plan document, General Plan Land Use map amendments, zoning map and text amendments, Development Agreement, and authorization to apply for annexation with the San Joaquin Local Agency Formation Commission. On April 18, 2016, the City Council conditionally approved the South Lathrop Commerce Center Vesting Tentative Parcel Map and in May of the same year, the Planning Commission approved Site Plan Review No. SPR-16-43, authorizing construction of six concrete tilt-up buildings totaling approximately 4.2 million square feet of speculative industrial warehouse space. On August 8, 2018, the Planning Commission approved Site Plan Review No. SPR-18-47 establishing four additional buildings as second phase totaling approximately 671,000 square feet.

As development continues to progress in the SLCC, the street names for the future roads with the SLCC must be identified. The proposed street name modification simply extends the existing Yosemite Avenue street name south of State Route 120 through the SLCC project area towards San Joaquin River.

ANALYSIS:

Most people are familiar with Yosemite Avenue as the street name and the freeway exit signage for the intersection. However, the segment of this road from Madrugá Road to what should be Yosemite Court is "Guthmiller Road". As this area is built out, this segment of Yosemite Avenue will create confusion with the public. To remedy the disconnect, staff recommends this segment of the road be renamed from "Guthmiller Road" to "Yosemite Avenue". In addition, staff is also proposing to replace the street suffix of the segment of Yosemite that ends at a cul-de-sac from "Avenue" to "Court" as shown in the attached exhibit (Attachment 2). The purpose of this effort is to improve navigation by providing consistent naming of roads ahead of the development of the SLCC project and other planned developments in this area. The proposed street name change will help prevent confusion with motorists, delivery services, and emergency responders.

Notification letters were sent out on August 10, 2018 to affected property owners, various utility companies, school district, county agencies and postal service. In addition, emergency personnel (San Joaquin Sheriff's Office and Lathrop Manteca Fire Department) have reviewed and approved the proposed street names. Staff also notified Caltrans about the proposed change and since the exit signs on State Route 120 are already labeled "Yosemite Ave", they do not have any objection.

The exhibit below illustrates the proposed modifications to the street names.



Staff also wants to clarify that there are no properties in the area that are currently using Guthmiller Road as their address. In regards to the proposal to replace the street suffix of Yosemite "Avenue" to "Court", the property owners were notified that their existing address numbers will stay the same.

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution approving the proposed street name change from "Guthmiller Road" to "Yosemite Avenue" and to replace the street suffix of Yosemite "Avenue" to "Court" as shown in the attached exhibit.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

This agenda item promotes Public Safety by preventing confusion with motorists, delivery services, and emergency responders.

FISCAL IMPACT:

The cost of replacing two street name signs will be funded by the City.

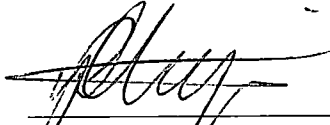
ATTACHMENTS:

1. Resolution Approving the Proposed Street Name Changes
2. Street Name Exhibit

**CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
SLCC STREET NAME CHANGE**

PAGE 4

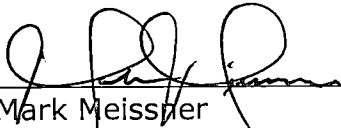
APPROVALS



Rick Caguiat
Senior Planner

8/29/18

Date



Mark Meissner
Community Development Director

8/29/18

Date



Glenn Gebhardt
City Engineer

8/29/18


Date



Salvador Navarrete
City Attorney

8-30-18

Date



Stephen J. Salvatore
City Manager

9.6.18

Date

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING STREET NAME MODIFICATIONS ASSOCIATED WITH THE SOUTH LATHROP COMMERCE CENTER PROJECT

WHEREAS, City staff reviewed the street names adjacent to State Route 120 and identified potentially confusing inconsistency with Guthmiller Road and Yosemite Avenue; and

WHEREAS, the proposed street name modification was initiated by staff to improve navigation and provide clarity on existing road networks in conjunction with the development of the South Lathrop Commerce Center project; and

WHEREAS, the San Joaquin County Sheriff's Office and the Lathrop Manteca Fire Department have reviewed and approved the proposed street name change; and

WHEREAS, the street name of "Guthmiller Road" will be replaced by "Yosemite Avenue" south of State Route 120; and

WHEREAS, the street suffix of Yosemite "Avenue" will be replaced by "Court"; and

WHEREAS, notification letters were sent out on August 10, 2018, to all property owners in the vicinity and various utility companies, school district, county agencies and postal service.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the change in street names as shown in Attachment 2 of the Staff Report, incorporated by reference herein.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th of September, 2018 by the following vote:

AYES:

NOES:

ABSENT:

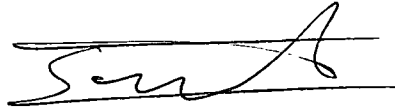
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



**PAGE LEFT
INTENTIONALLY
BLANK**

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

ITEM: **ACCEPT IMPROVEMENTS FOR CIP PS 02-24 LATHROP ROAD WIDENING AND CIP PS 17-12 HARLAN ROAD PAVEMENT REHABILITATION FROM TEICHERT CONSTRUCTION, INC.**

RECOMMENDATION: **Adopt a Resolution Accepting Improvements from Teichert Construction, Inc. for PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation; Authorizing Related Budget Amendment; Authorizing the Filing of a Notice of Completion and Release of Contract Retention**

SUMMARY:

Teichert & Sons, Inc. dba Teichert Construction, Inc. (Teichert) has completed construction of Capital Improvement Projects (CIP) PS 02-24 Lathrop Road Widening and CIP PS 17-12 Harlan Road Pavement Rehabilitation. Staff requests City Council adopt a resolution accepting the improvements from Teichert and authorize a related budget amendment. Staff also requests that City Council authorize the filing of a Notice of Completion (NOC) with the San Joaquin County Clerk and authorize the release of contract retention to Teichert 45 days after recording the NOC.

BACKGROUND:

On June 19, 2017 City Council awarded a construction contract to Teichert for the construction of PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation. Teichert has completed construction of both projects, the improvements were inspected by City staff for conformance with contract plans and specifications and meet the satisfaction of the City Engineer. Staff requests City Council adopt a resolution accepting the improvements from Teichert and authorize a related budget amendment.

Staff requests authorization to file a NOC with the San Joaquin County Recorder and release the contract retention to Teichert 45 days after filing the NOC. Prior to the release of contract retention, Teichert will provide a one-year warranty bond and provide all lien releases for the materials supplied and work completed.

REASON FOR RECOMMENDATION:

Teichert has completed construction of both projects, the improvements were inspected by City staff for conformance with the contract plans and specifications and plans and meet the satisfaction of the City Engineer.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
ACCEPT IMPROVEMENTS FOR CIP PS 02-24 LATHROP ROAD WIDENING
AND CIP PS 17-12 HARLAN ROAD PAVEMENT REHABILITATION FROM
TEICHERT CONSTRUCTION, INC.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

CIP PS 02-24 Lathrop Road Widening and CIP PS 17-12 Harlan Road Pavement Rehabilitation promote Public Safety, Economic Development and Community Values by reducing traffic congestion, improving the roadway infrastructure and increasing pedestrian safety.

FISCAL IMPACT:

In June 2017 City Council authorized a contract with Teichert in the amount of \$5,694,000 and a 10% construction contingency of \$569,400 for an initial construction authorization of \$6,263,400. In December 2017 City Council approved a budget amendment allocating an additional \$900,000 to CIP PS 17-12 to extend the project's pavement rehabilitation limits. The total construction authorization by City Council is \$7,163,400.

In accordance with Council authorization, during construction staff utilized the 10% construction contingency to achieve the goals of the projects. Adequate funds were not allocated in the adopted budget to close out the project. Staff is requesting a budget amendment transferring \$300,000 from Gas Tax Fund (2030) to close out the project as follows:

Increase Transfers Out		
2030-99-00-990-90-10		\$300,000
Increase Transfers In		
3310-99-00-393-00-00		\$300,000
Increase Expenditures		
3310-8000-420-12-00	PS 17-12	\$300,000

ATTACHMENTS:

- A. Resolution Accepting Improvements from Teichert for PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation, Authorizing the Filing of a Notice of Completion and Release of Contract Retention and Related Budget Amendment
- B. Notice of Completion
- C. GASB Report Lathrop Road Widening PS 02-24
- D. GASB Report Harlan Road Rehabilitation PS 17-12

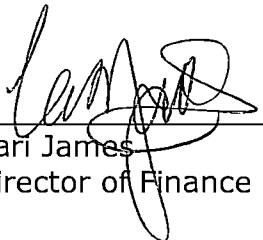
CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
ACCEPT IMPROVEMENTS FOR CIP PS 02-24 LATHROP ROAD WIDENING
AND CIP PS 17-12 HARLAN ROAD PAVEMENT REHABILITATION FROM
TEICHERT CONSTRUCTION, INC.

APPROVALS:




Michael King
Assistant Public Works Director

8-30-18
Date



Cari James
Director of Finance

9/4/18
Date



Salvador Navarrete
City Attorney

8-30-18
Date



Stephen J. Salvatore
City Manager

9.6.18
Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ACCEPTING IMPROVEMENTS FROM TEICHERT CONSTRUCTION, INC. FOR
PS 02-24 LATHROP ROAD WIDENING AND PS 17-12 HARLAN ROAD
PAVEMENT REHABILITATION; AUTHORIZING RELATED BUDGET
AMENDMENT; AUTHORIZING THE FILING OF A NOTICE OF COMPLETION
AND RELEASE OF CONTRACT RETENTION**

WHEREAS, Capital Improvement Projects (CIP) PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation were included in the approved Fiscal Year 2018/19 budget; and

WHEREAS, on June 19, 2017 City Council awarded a construction contract to Teichert & Sons, Inc. dba Teichert Construction (Teichert) for the construction of PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation in the amount of \$5,694,000 and a 10% construction contingency of \$569,400 for an initial construction authorization of \$6,263,400; and

WHEREAS, in December 2017 City Council approved a budget amendment allocating an additional \$900,000 to CIP PS 17-12 to extend the project's pavement rehabilitation limits which increased the total construction authorization to \$7,163,400; and

WHEREAS, Teichert has completed construction of both projects, the improvements were inspected by City staff for conformance with the contract documents and meet the satisfaction of the City Engineer; and

WHEREAS, in accordance with Council authorization, during construction staff utilized the 10% construction contingency to achieve the goals of the projects; however, now that construction is complete and

WHEREAS, adequate funds were not allocated in the adopted budget to close out the project and staff is requesting Council authorize a budget amendment transferring \$300,000 from Gas Tax Fund (2030) to close out the project as follows:

Increase Transfers Out		
2030-99-00-990-90-10		\$300,000
Increase Transfers In		
3310-99-00-393-00-00		\$300,000
Increase Expenditures		
3310-8000-420-12-00	PS 17-12	\$300,000

WHEREAS, prior to releasing contract retention, City staff will require the contractor to furnish a one (1) year warranty bond that will begin on the date of project acceptance and provide all lien releases for the materials supplied and completed work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby accepts the work performed by Teichert on CIP PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation as complete and authorizes a budget amendment transferring \$300,000 from Gas Tax Fund (2030) to close out the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby authorize the City Manager, or his designee, to file a Notice of Completion with the San Joaquin County Clerk’s Office for the work being accepted and authorize the release the retention 45 days after recording of the Notice of Completion.

The foregoing resolution was passed and adopted this 10th day of September 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY

CITY OF LATHROP

AND WHEN RECORDED MAIL TO

NAME City of Lathrop
City Clerk
STREET 390 Towne Centre Drive
ADDRESS Lathrop, CA 95330
CITY & STATE
ZIP

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop California
(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation by Teichert Construction
4. That on the 10th day of September 2018 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Teichert & Son, Inc. dba Teichert Construction
6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE
Teichert Construction Inc. 400 Sunrise Avenue, Suite 3000 Roseville CA 95661
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP PS 02-24 Lathrop Road Widening and PS 17-12 Harlan Road Pavement Rehabilitation

By: City Manager

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

By: City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 10, 2018 from Teichert Construction** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **September 10, 2018**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
City Manager

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)

ATTACHMENT # C #

Project: Lathrop Road Widening (PS 02-24)
Date: 8/13/18

Item	Unit	QTY	Unit Price	Ext. Price
STREET PLANTING	LS	1	\$ 260,000.00	\$ 260,000.00
IRRIGATION	LS	1	\$ 160,000.00	\$ 160,000.00
CLASS 3 AGGREGATE BASE	CY	247	\$ 50.00	\$ 12,350.00
HOT MIX ASPHALT (TYPE A)	TON	6861	\$ 92.00	\$ 277,748.00
RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	1351	\$ 95.00	\$ 144,210.00
DRAINAGE INLET	EA	9	\$ 4,000.00	\$ 32,000.00
15" RCP, CLASS III	LF	225	\$ 150.00	\$ 28,950.00
18" RCP, CLASS III	LF	725	\$ 90.00	\$ 65,250.00
MANHOLE	EA	6	\$ 4,000.00	\$ 16,000.00
MAST-ARM MOUNTED SIGN	EA	1	\$ 575.00	\$ 575.00
ROADSIDE SIGN (METAL POST)	EA	41	\$ 250.00	\$ 10,250.00
4" THERMOPLASTIC TRAFFIC STRIPE	LF	988	\$ 0.45	\$ 444.60
6" THERMOPLASTIC TRAFFIC STRIPE	LF	708	\$ 1.05	\$ 113.40
8" THERMOPLASTIC TRAFFIC STRIPE	LF	3048	\$ 1.30	\$ 946.40
6" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 8-4)	LF	96	\$ 1.05	\$ 47.25
4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 6-1)	LF	222	\$ 1.00	\$ 164.00
12" THERMOPLASTIC STRIPE	LF	808	\$ 3.00	\$ 2,424.00
THERMOPLASTIC PAVEMENT MARKING	SF	892	\$ 3.75	\$ 3,123.75
PAVEMENT MARKER (RETROREFLECTIVE)	EA	928	\$ 4.00	\$ 1,320.00
MINOR CONCRETE (DRIVEWAYS)	SF	8851	\$ 13.00	\$ 71,383.00
MINOR CONCRETE (CURB AND GUTTER)	LF	3279	\$ 30.00	\$ 98,370.00
MINOR CONCRETE (CURB)	LF	4210	\$ 26.50	\$ 115,381.00
MINOR CONCRETE (SIDEWALK)	SF	24125	\$ 9.00	\$ 213,084.00
MINOR CONCRETE (MEDIAN)	SF	2986	\$ 32.00	\$ 104,416.00
MINOR CONCRETE (CURB RAMP)(PED RAMP)	EA	9	\$ 5,200.00	\$ 46,800.00
DETECTABLE WARNING SURFACE	SF	150	\$ 50.00	\$ 7,500.00
LATHROP ROAD AND HARLAN ROAD TRAFFIC SIGNAL MODIFICATION	LS	1	\$ 100,000.00	\$ 100,000.00
LATHROP ROAD AND CAMBRIDGE DRIVE TRAFFIC SIGNAL INSTALLATION	LS	1	\$ 180,000.00	\$ 180,000.00
LATHROP ROAD AND 5TH STREET TRAFFIC SIGNAL MODIFICATION	LS	1	\$ 6,500.00	\$ 6,500.00
LATHROP ROAD STREET LIGHTING	LS	1	\$ 285,000.00	\$ 285,000.00
LATHROP ROAD SIGNAL INTERCONNECT	LS	1	\$ 30,000.00	\$ 30,000.00
SLURRY SEAL	TON	25	\$ 1,000.00	\$ 25,000.00
HOT MIX ASPHALT (TYPE A)	TON	1186	\$ 92.00	\$ 77,280.00
4" THERMOPLASTIC TRAFFIC STRIPE	LF	4235	\$ 0.45	\$ 1,501.65
12" THERMOPLASTIC STRIPE	LF	57	\$ 4.00	\$ 168.00
THERMOPLASTIC PAVEMENT MARKING	SF	234	\$ 5.06	\$ 1,184.04
PAVEMENT MARKER (RETROREFLECTIVE)	EA	96	\$ 4.00	\$ 296.00
CLASS 2 AGGREGATE BASE	CY	84	\$ 150.00	\$ 12,600.00
HOT MIX ASPHALT (TYPE A)	TON	67	\$ 200.00	\$ 13,400.00
18" ALTERNATIVE FLARED END SECTION	EA	1	\$ 1,600.00	\$ 1,600.00
18" ALTERNATIVE PIPE CULVERT	LF	21	\$ 200.00	\$ 4,200.00
INSTALL ROADSIDE SIGN	EA	1	\$ 250.00	\$ 250.00
INSTALL SIGN PANEL	EA	3	\$ 200.00	\$ 600.00
TYPE G0 DRAIN INLET	EA	1	\$ 5,000.00	\$ 5,000.00
MINOR CONCRETE (CURB AND GUTTER)	CY	26	\$ 405.00	\$ 10,530.00
MINOR CONCRETE (SIDEWALK)	CY	66	\$ 555.00	\$ 36,630.00
MINOR CONCRETE (CURB RAMP)	CY	1	\$ 5,000.00	\$ 5,000.00
PEDESTRIAN BARRIER RAILING	LF	491	\$ 75.00	\$ 36,825.00
				\$ 3,591,494.25

CITY OF LATHROP
 PROJECT ACCEPTANCE
 (GASB 34 REPORT)

ATTACHMENT # 1

Project: Harlan Road Pavement Rehabilitation (PS 17-12)
 Date: 8/13/18

Item	Unit	QTY	Unit Price	Ext. Price
FULL DEPTH RECLAMATION (FDR), 1.50 FT	SF	259776	\$ 1.85	\$ 323,195.00
HOT MIX ASPHALT (TYPE A)	TON	13709	\$ 82.00	\$ 754,728.00
RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3696.5	\$ 95.00	\$ 257,165.00
4" THERMOPLASTIC TRAFFIC STRIPE	LF	11909	\$ 0.45	\$ 5,359.05
8" THERMOPLASTIC TRAFFIC STRIPE	LF	2360	\$ 1.30	\$ 565.50
THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SF	1354	\$ 5.00	\$ 1,455.00
PAVEMENT MARKER (RETROREFLECTIVE)	EA	2392	\$ 4.00	\$ 1,568.00
FULL DEPTH RECLAMATION (FDR), 0.60 FT	SF	40300	\$ 2.00	\$ 80,600.00
HOT MIX ASPHALT (TYPE A)	TON	2970.1	\$ 92.00	\$ 57,408.00
RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	0	\$ 105.00	\$ 49,140.00
4" THERMOPLASTIC TRAFFIC STRIPE	LF	0	\$ 0.45	\$ 1,287.00
6" THERMOPLASTIC TRAFFIC STRIPE	LF	18430	\$ 1.05	\$ 2,786.70
8" THERMOPLASTIC TRAFFIC STRIPE	LF	330	\$ 1.30	\$ 130.00
THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SF	242	\$ 5.00	\$ 1,210.00
PAVEMENT MARKER (RETROREFLECTIVE)	EA	423	\$ 4.00	\$ 524.00
				\$ 1,842,221.25

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

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 39 LOTS IN TRACT 3903 VILLAGE "H" WITHIN EAST VILLAGE OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3903 Village "H" within East Village, Totaling 39 Single Family Lots and a 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, which included a Neighborhood Design Plan, Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood located west of the Community South River Bend (CSRB) neighborhood, by Resolution No. 15-3912 and an Amendment to the West Lathrop Specific Plan and River Islands Urban Design Concept by Ordinance No. 15-344.

This proposed Final Map Tract 3903 (Beacon Bay) will be the final tract map within the Village "H" area. Kiper Homes, an existing River Islands builder who also developed Village G (360 Lakeside) is proposing thirty-nine (39) 48' x 90' single-family lots. Included as Attachment B, is a Vicinity Map for Village "H".

Staff recommends that the City Council approve the proposed Final Map Tract 3903, Village "H" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC ("River Islands").

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 3903 as proposed by River Islands, as the subdivider, complies with the most current conditions of approval.

The land for Tract 3903 is within the geographic boundaries of VTM 3694 (Phase 1) approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval. On September 20, 2017, by Resolution No. 17-01, the Planning Commission approved an amendment to the East Village Architectural Design Guidelines and Development Standards (DG/DS) to accommodate the Beacon Bay product within Village "H" (Tract 3903).

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.

CITY MANAGER'S REPORT **Page 2**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3903 VILLAGE "H" TOTALING 39 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

As a result, the SIA for Tract 3903 requires that security (cash or bonds) are posted to guarantee unfinished infrastructure within Village "H."

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 3903 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3903 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

All in-tract improvements have been completed, other than thermoplastic striping. With the approval of the first final map within Village "H" (Tract 3829), River Islands posted performance bonds for the unfinished improvements within all of Village "H" including Tract 3903. Subsequently, River Islands Public Financing Authority (RIPFA) substituted a Letter of Guarantee for certain existing River Islands bonds including those for Village "H". As a result, the SIA for Tract 3903 reaffirms the posting security by RIPFA for Village "H". Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, River Islands will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Finally, before the Final Map Tract 3903 is recorded, River Islands must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has virtually completed all the street and utility improvements within the entirety of Village "H." Prior to acceptance of public improvements within Village "H" the posted security is for 120% of the estimated cost to complete the unfinished improvements and the previous Letter of Guarantee posted by RIPFA for various East Village tracts meets this requirement and covers Village "H" and Tract 3903. This Letter of Guarantee shall remain in full force and effect with the attached SIA until the improvements are accepted. RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one (1) year after acceptance by the City. Prior to acceptance of these improvements, River Islands has provided the tract map, tract improvement plans, all required documents and all fees for Tract 3903.

This includes the following documents and fees:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed

CITY MANAGER'S REPORT **Page 3**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3903 VILLAGE "H" TOTALING 39 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with RIPFA Letter of Guarantee	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with RIPFA Letter of Guarantee	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
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.	Escrow Instructions	Completed
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 3903 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 and 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.

CITY MANAGER'S REPORT **Page 4**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3903 VILLAGE "H" TOTALING 39 SINGLE-FAMILY
LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

Before the Final Maps are recorded, River Islands 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.

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. River Islands is also providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

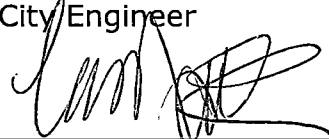
- A. Resolution Approving Final Map for Tract 3903 Village "H" within East Village District, Totaling 39 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Tract 3903 Village "H" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3903, Village "H"
- D. Escrow Instructions for Final Map Tract 3903 Village "H"

APPROVALS:



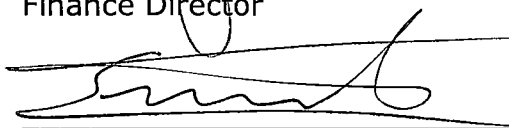
Glenn Gebhardt
City Engineer

8/27/18
Date



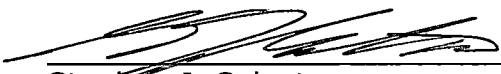
Cari James
Finance Director

9/4/18
Date



Salvador Navarrete
City Attorney

8-29-18
Date



Stephen J. Salvatore
City Manager

9.6.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A FINAL MAP FOR TRACT 3903 IN VILLAGE "H"
TOTALING 39 SINGLE-FAMILY LOTS AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map (VTM) No. 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, Tract 3903, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 39 lots covered by VTM No. 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of all tracts within Village "H" including Tract 3903, the Stewart Tract Design Review Committee recommended approval of Tract 3903 on October 24, 2016; and

WHEREAS, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3903, 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 River Islands Development, LLC, and provision of security by River Islands Development, LLC, 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 River Islands Development, LLC, 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 River Islands Development, LLC, 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 were guaranteed with the Dedication, Inspection and Guarantee of Streets and Public Improvements (Off-site Agreement), approved by City Council on September 30, 2013; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3903 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 3903 is substantially the same as it appeared on VTM No. 3694, is technically correct and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, River Islands Development, LLC, will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3903; 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 that makes and accepts the following actions:

1. That the Final Map for Tract 3903 Village "H" 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 a Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the September 10, 2018 staff report, the file executed copy will be filed with the City Clerk.

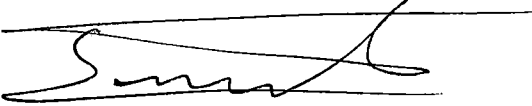
PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of September 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sonny Dhaliwal, Mayor

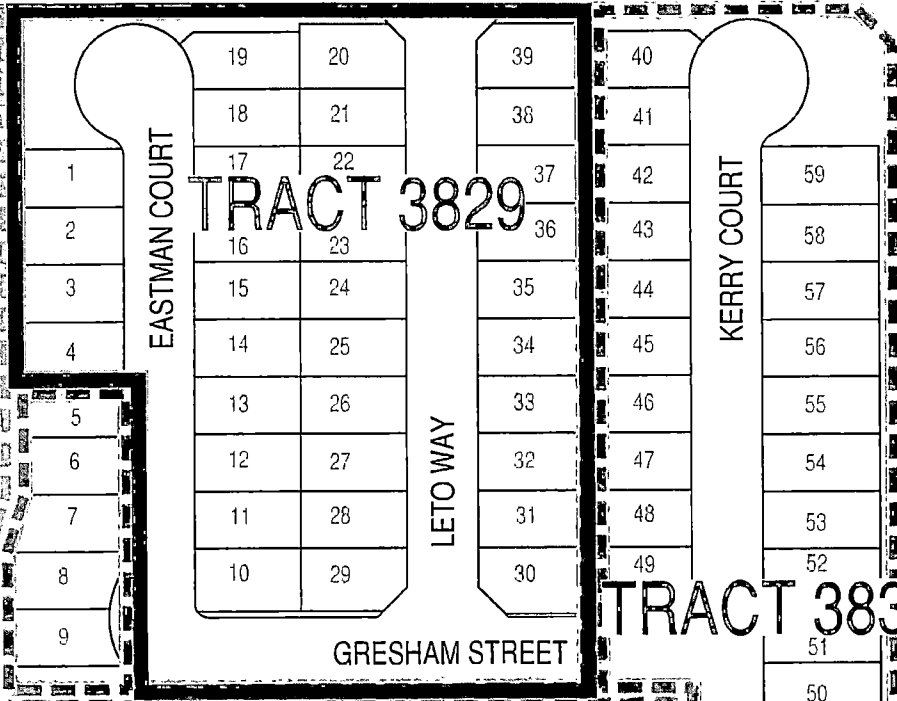
ATTEST:

Teresa Vargas, City Clerk



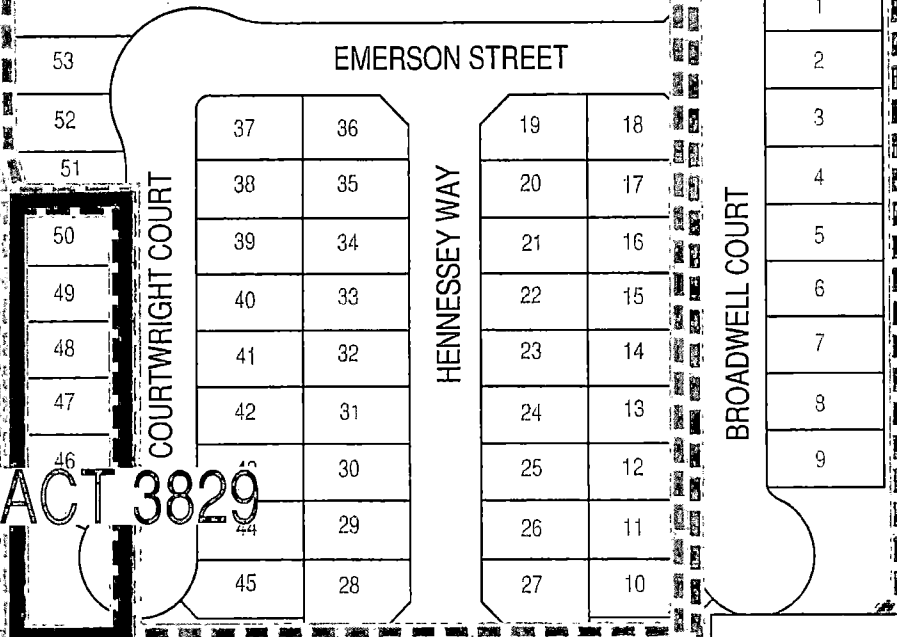
Salvador Navarrete, City Attorney

MARINA DRIVE



LAKE 7

TRACT 3903



ACADEMY DRIVE

**ATTACHMENT B
VILLAGE H
VICINITY MAP
SEPTEMBER 2018**

SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY, FOR
39 RESIDENTIAL LOTS IN TRACT 3903 VILLAGE “H”

RECITALS

- A. This Agreement is made and entered into this 10th day of September, 2018, by and between the CITY OF LATHROP, a municipal corporation of the State of California (“CITY”), and River Islands Development, LLC, a California limited liability company (“SUBDIVIDER”).
- B. 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 3903. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3829 and the adjacent tracts of 3830 and 3903 as part of the Village “H” area of the East Village District of River Islands. At the time of approval of Tract 3829, the unfinished portion of improvements totaled \$370,400 and both performance and labor and materials (payment) bonds were posted as required by the Lathrop Subdivision Ordinance and the Subdivision Map Act. These bonds also covered Tracts 3830 and 3903.
- C. At its September 30, 2013, meeting, the City Council approved an Irrevocable Offer of Dedication of Easement for Roadway Purposes and approved an Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements for certain backbone roads and improvements including Lakeside Drive that provides public right of way access to Tract 3903 and adjacent tracts.
- D. SUBDIVIDER has completed a portion of the joint trench improvements for Village “H” including Tracts 3829, 3830 and 3903 and, as noted in Recital B, performance and payment bonds were posted for the unfinished portion of these improvements along with other required infrastructure for Village “H” at the time Tract 3829 was approved. On April 23, 2018, River Islands Public Financing Authority (“RIPFA”) provided a Letter of Guarantee as a substitute security for Village “H” and other Villages within the East Village District to allow the release of previously posted bonds. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter “Improvements”) are secured by the Letter of Guarantee.
- E. The term “Improvements” as used in this Agreement means all improvements necessary for Tracts 3903, 3829 and 3830. As a result, the total value of public improvements for these tracts is \$4,254,000 as shown in Exhibit E to this Agreement. The required Maintenance Bond for Tract

3903 shall be equal to 10% of the cost of Improvements as shown in Exhibit E; (\$4,254,000 X 10% = \$425,400 – maintenance bond amount). The maintenance bond shall be posted to guarantee maintenance of all improvements for a full year following acceptance by CITY.

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 East Village 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 CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3903 that is conveyed to a private interest not associated with the transfer of title of Tract 3903 associated with the filing of Tract 3903 or prior to the completion and occupancy of the first production dwelling unit associated with Tract 3903, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY or its agents 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. Prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of

\$425,400, equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital E, 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 (1) year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital D were required to provide access and required utilities to Tract 3903 and are associated with adjacent tracts as otherwise described in this Agreement, as well as backbone roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital C, the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements shall remain in place until the backbone improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit D are required, 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, 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 partially complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the deferred and unfinished improvements

associated with Tract 3903 and Village "H," the Letter of Guarantee previously provided by RIPFA shall remain in full force and effect as included and described in Exhibit F of this Agreement. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein with a new certificate of insurance required.

10. Any alterations 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 hereof. 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. 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 ("CFD") 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 3903.

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 day. 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 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 3903
 - EXHIBIT B: ADJACENT TRACTS TO TRACT 3903
 - EXHIBIT C: CITY INSURANCE REQUIREMENTS
 - EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
 - EXHIBIT E: VILLAGE H IMPROVEMENTS COST ESTIMATE
 - EXHIBIT F: RIPFA LETTER OF GUARANTEE
-

EXHIBIT A

FINAL MAP - TRACT 3903

EXHIBIT A

FINAL MAP - TRACT 3903

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3903 (42 MAP 71) &
PARCEL 1 OF TRACT 3904 (43 MAP 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
I, _____
SIGNATURE
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
WITNESS MY HAND:
ON _____ 2018, 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/HE/HER
SIGNED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER/
SIGNATURE(S) ON THE INSTRUMENT (THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
I, _____
SIGNATURE
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
WITNESS MY HAND:
ON _____ 2018, BEFORE ME,
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.

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
I, _____
SIGNATURE
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
WITNESS MY HAND:
ON _____ 2018, 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/HER/
SIGNATURE(S) ON THE INSTRUMENT (THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND
DESCRIBED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED
FINAL MAP ENTITLED, TRACT 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H, CITY OF LATHROP,
CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION
AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN
COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEPEND TO THE CITY OF LATHROP A NON-EXCLUSIVE
EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN
POLES, WIRES, LINES, 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 DEPEND TO THE CITY OF LATHROP, IN FEE, PARCEL A FOR
THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEPEND TO THE CITY OF LATHROP, IN FEE, PARCEL B FOR
THE UNDERSIGNED DOES HEREBY DEPEND TO THE CITY OF LATHROP, IN FEE, PARCEL B FOR
OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES AND SANITARY SEWER FACILITIES, AND
APURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY REINSTATE TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF
ACCESS TO LOTS 3, 4, 12, 13, 21, 22, 30, 31 AND 39 ALONG THE LOT LINE AS INDICATED BY
THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

OWNER, RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
THE UNDERSIGNED DOES HEREBY REINSTATE TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF
ACCESS TO LOTS 3, 4, 12, 13, 21, 22, 30, 31 AND 39 ALONG THE LOT LINE AS INDICATED BY
THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

CITY CLERK'S STATEMENT

I, TERESA WAGGAS, 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
3903, RIVER ISLANDS, PHASE 1B, VILLAGE H", CITY OF LATHROP, CALIFORNIA, CONSISTING OF
EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY
LAW, AT A REGULAR MEETING HELD ON THE DAY OF _____, 2018,
AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____
RECOGNIZE, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE
LOCATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A AND B, AND THE REINSTATEMENT OF
ACCESS RIGHTS TO LOTS 3, 4, 12, 13, 21, 22, 30, 31 AND 39 ALONG THE LOT LINE AS
INDICATED BY THE SYMBOL //

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

CITY ENGINEER'S STATEMENT

I, GLENN GEBHART, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA,
DATED THIS _____ DAY OF _____, 2018,
I, GLENN GEBHART, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP,
CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3903, RIVER ISLANDS,
PHASE 1B, VILLAGE H, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN
HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3984,
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 THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE
MAP.

PROJECT SITE



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3984 APPROVED BY THE PLANNING COMMISSION.
DATED THIS _____ DAY OF _____, 2018.

CITY ENGINEER'S STATEMENT

I, GLENN GEBHART, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP,
CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3903, RIVER ISLANDS,
PHASE 1B, VILLAGE H, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN
HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3984,
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 THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE
MAP.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT THE REQUEST OF _____
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____
BY: _____ ASSISTANT/DEPUTY RECORDER
STEVE J. RESTOLARDES, ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA



EXEMPT FROM FEE PER GOVERNMENT CODE 27208.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRASSER TAX
SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRASSER TAX

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADEO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 MAP 71) &
PARCEL 1 OF TRACT 3830 (43 MAP 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



NOTES

- RIGHT TO FARM STATEMENT:**
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.4804, 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 DEPRECIATION, 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. 50444.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEL, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2577, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H, CONTAINS: 39 RESIDENTIAL LOTS, AND 2 LETTERED PARCELS, CONTAINING 4.03 ACRES, MORE OR LESS, ALL AS SHOWN ON SHEETS 8 THROUGH 8 HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

TRACT 3903 AREA SUMMARY	
39 RESIDENTIAL LOTS	3.85 ACRE
PARCELS A AND B	0.08 ACRE
TOTAL	4.03 ACRE

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1814018945-KB, DATED JUNE 28, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

CITY SURVEYOR'S STATEMENT

L. LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H, 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. 31693



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 AUGUST 1, 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, 2020, 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_____.

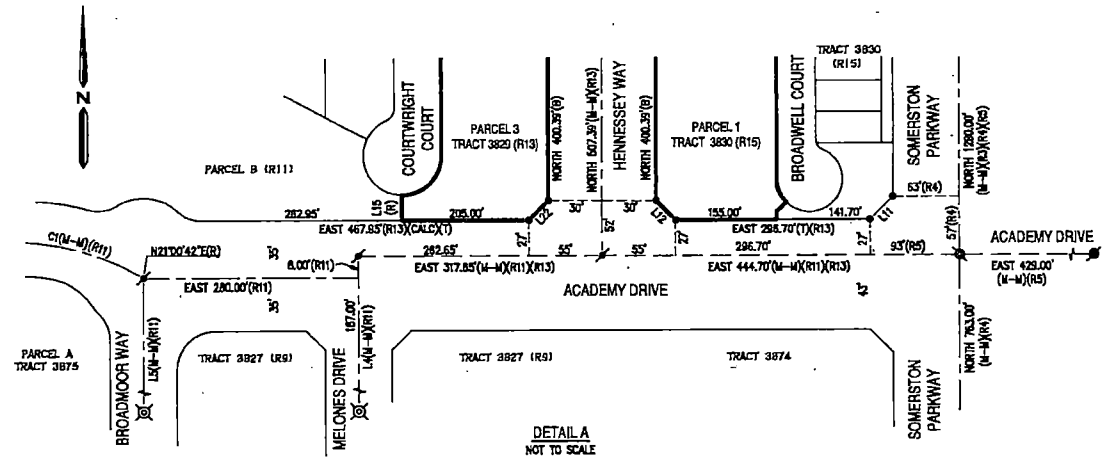
DYLAN CRAWFORD, P.L.S. NO 7768



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.
- PUBLIC UTILITY EASEMENT PER TRACT 3829 (42 MAP 71) IN FAVOR OF THE CITY OF LATHROP, S.J.C.R.



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY

LINE #	DIRECTION	LENGTH
L1	EAST	444.70'
L2	EAST	317.85'
L3	EAST	280.00'
L4	NORTH	195.00'
L5	NORTH	562.00'
L6	EAST	93.00'
L7	EAST	351.70'
L8	EAST	644.80'
L9	EAST	412.02'
L10	EAST	875.00'
L11	N45°00'00"E	42.43'

LINE #	DIRECTION	LENGTH
L12	N45°00'00"W	35.36'
L13	N45°00'00"E	20.71'
L14	NORTH	12.00'
L15	NORTH	12.00'
L16	NORTH	30.81'
L17	N15°09'15"W	49.73'
L18	EAST	20.00'
L19	N23°45'34"E	50.00'
L20	EAST	20.00'
L21	N23°45'34"W	50.00'
L22	N45°00'00"E	35.36'

CURVE #	RADIUS	DELTA	LENGTH
C1	350.00'	38°15'51"	253.74'
C2	50.00'	45°00'00"	39.27'
C3	50.00'	201°14'08"	173.61'
C4	50.00'	246°14'08"	214.88'
C5	12.00'	90°00'00"	18.85'
C6	50.00'	90°00'00"	78.54'
C7	50.00'	156°14'08"	136.34'
C8	50.00'	246°14'08"	214.88'
C9	12.00'	68°14'08"	19.85'
C10	87.00'	23°15'22"	35.31'
C11	73.00'	66°43'22"	85.01'

CURVE #	RADIUS	DELTA	LENGTH
C12	73.00'	69°47'22"	84.92'
C13	73.00'	136°30'43"	173.83'
C14	87.00'	23°15'22"	35.31'
C15	73.00'	80°03'38"	102.01'
C16	87.00'	23°15'22"	35.31'
C17	73.00'	136°30'43"	173.83'

REFERENCES

- (R1) 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)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS D.N. 2015-048183, S.J.C.R.
- (R3) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 42 OF MAPS AND PLATS, PAGE 4, S.J.C.R. (42 MAP 4)
- (R4) TRACT 3705, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 30, S.J.C.R. (42 MAP 30)
- (R5) TRACT 3701, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 36, S.J.C.R. (42 MAP 36)
- (R6) GRANT DEED RECORDED MARCH 30, 2001, AS D.N. 2001-046177, S.J.C.R.
- (R7) TRACT 3676, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- (R8) TRACT 3673, FILED APRIL 15, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 58, S.J.C.R. (42 MAP 58)
- (R9) TRACT 3627, FILED MAY 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 61, S.J.C.R. (42 MAP 61); CERTIFICATE OF CORRECTIONS RECORDED JUNE 24, 2016, AS DOCUMENT NUMBER 2016-073134, AND RECORDED AUGUST 5, 2016, AS DOCUMENT NUMBER 2016-051263, S.J.C.R.
- (R10) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, S.J.C.R. (42 MAP 65); CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102970, S.J.C.R.
- (R11) TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- (R12) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 MAP 72)
- (R13) TRACT 3829, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 71, S.J.C.R. (42 MAP 71)
- (R14) TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 83, S.J.C.R. (42 MAP 83)
- (R15) TRACT 3830, FILED MARCH 22, 2016, IN BOOK 43 OF MAPS AND PLATS, PAGE 23, S.J.C.R. (43 MAP 23)

BASIS OF BEARINGS

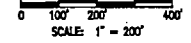
THE BEARING OF "EAST" BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF ACADEMY DRIVE AS SHOWN ON TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 36, OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

NOTES

SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY.

**TRACT 3903
RIVER ISLANDS - PHASE 1B
VILLAGE H**

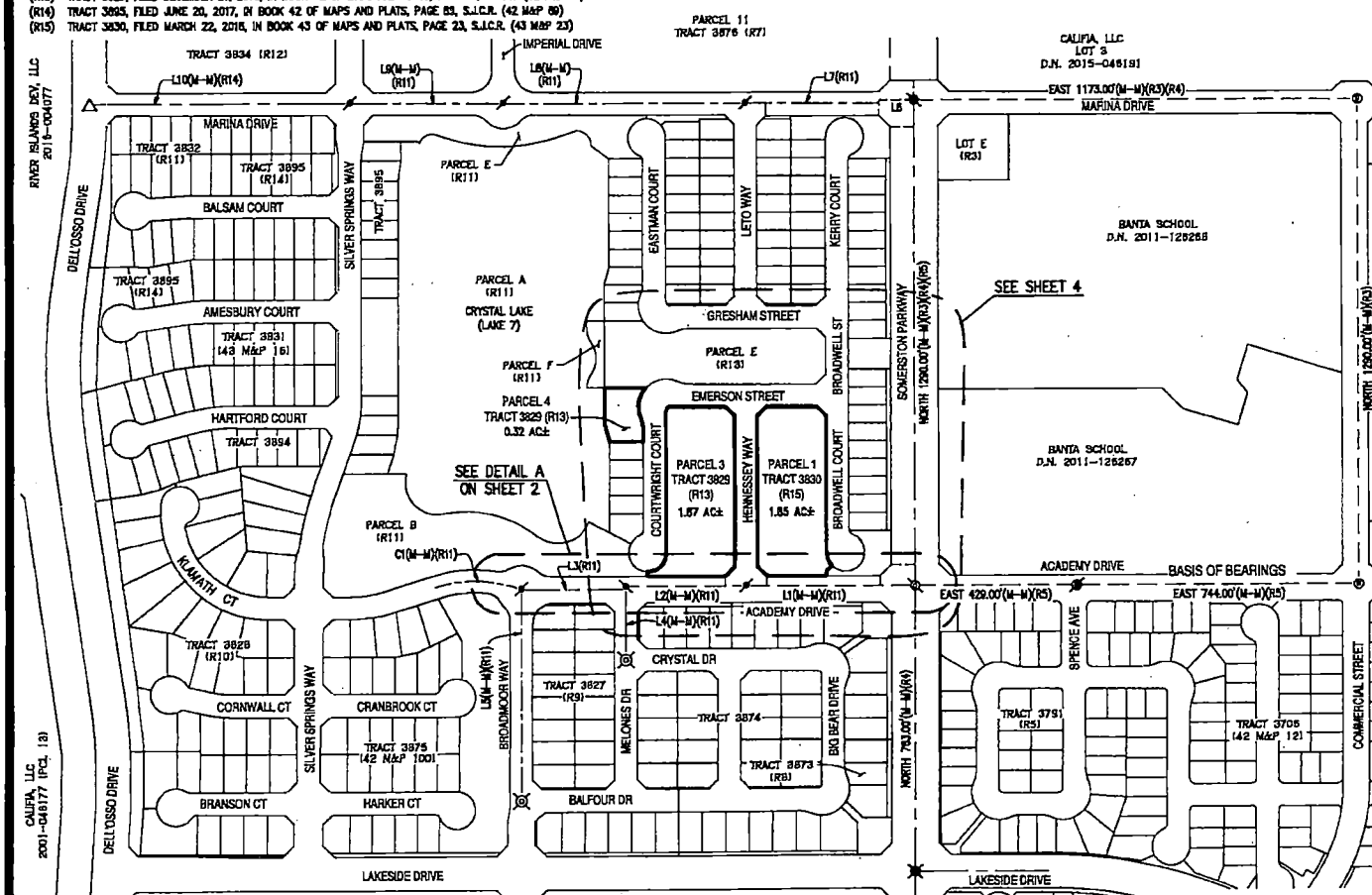
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3828 (42 MAP 71) & PARCEL 1 OF TRACT 3830 (43 MAP 23) OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.



BOUNDARY SHEET

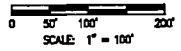
LEGEND

- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R6)
- ⊙ 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R13) OR (R15), RESPECTIVELY, UNLESS OTHERWISE SHOWN
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R3)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R1)
- ⊙ MONUMENT TO BE SET PER (R14)
- ⊙ MONUMENT TO BE SET PER (R15)
- ⊙ 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST
- (M-M) MONUMENT TO MONUMENT.
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- CENTERLINE
- MONUMENT LINE
- ⊙ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13)
- ⊙ 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R13)



TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

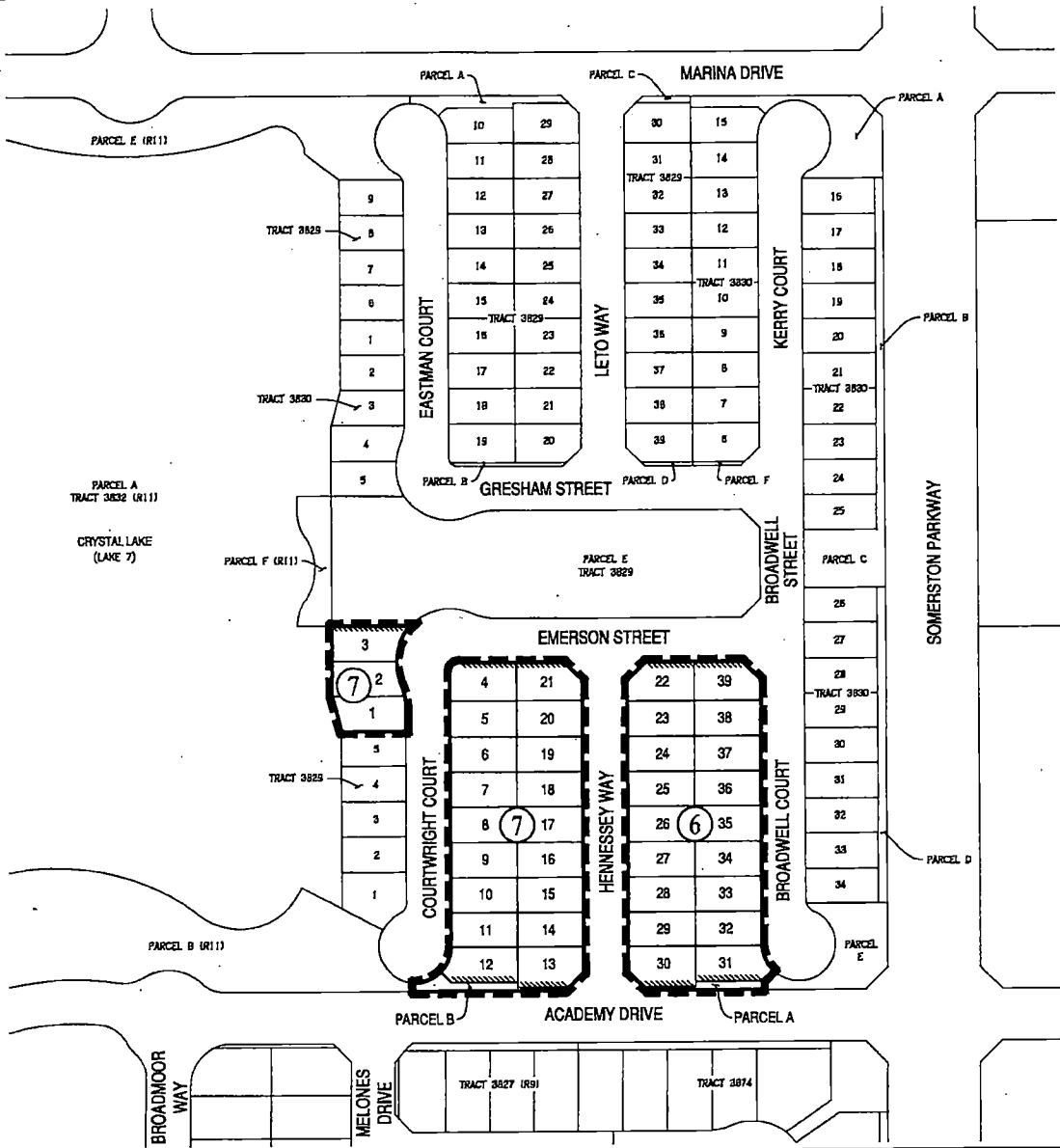
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3828 (42 MAP 71) &
PARCEL 1 OF TRACT 3830 (43 MAP 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 29/18



SHEET INDEX

LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER
- RESTRICTED ACCESS



TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 MAP 71) &
PARCEL 1 OF TRACT 3839 (43 MAP 23)
CITY OF LATROOP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2016



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

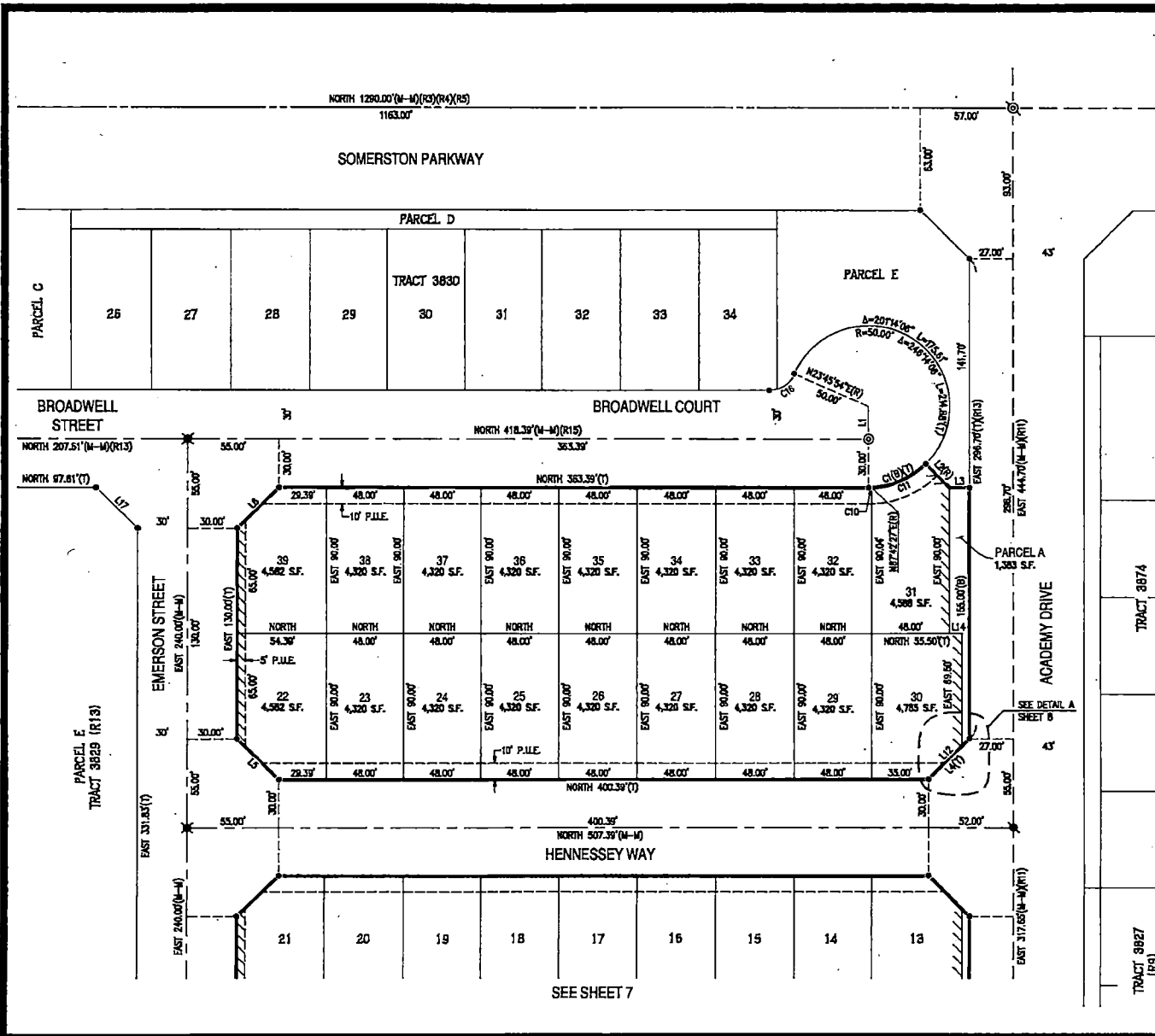


NOTES

- 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.
- 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 FOR ADDITIONAL NOTES.
- SEE SHEET 3 FOR BASIS OF BEARINGS, AND REFERENCES.
- SEE SHEET 8 FOR LINE AND CURVE TABLES.

LEGEND

- ⊙ MONUMENT TO BE SET PER (R15)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R11)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R13) OR (R15), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R3)
- ⊙ 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 W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ⚠ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13), UNLESS OTHERWISE SHOWN
- Ⓟ 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R15)



SEE SHEET 7

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3820 (42 MAP 71) &
PARCEL 1 OF TRACT 3830 (43 MAP 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



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

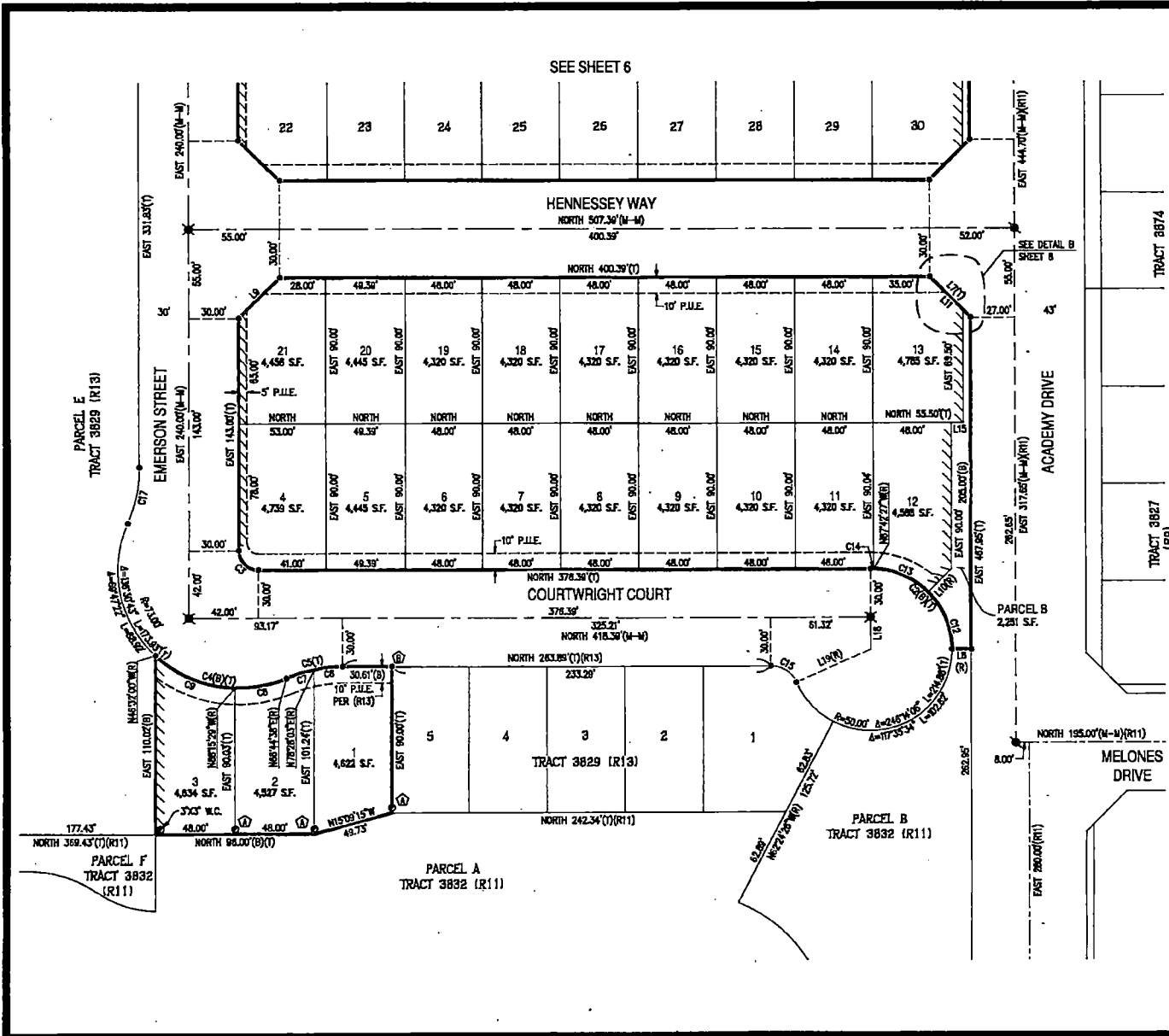


NOTES

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

LEGEND

- ⊙ MONUMENT TO BE SET PER (R15)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT STAMPED "PLS 7788" PER (R11)
- ✱ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R13) OR (R15), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R3)
- 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 W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 3
- (N-M) MONUMENT TO MONUMENT
- (N-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.L.E. PUBLIC UTILITY EASEMENT
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - BOUNDARY
 - EASEMENT LINE
 - MONUMENT LINE
 - CENTERLINE
 - /// RESTRICTED ACCESS
- ⊙ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13), UNLESS OTHERWISE SHOWN
- ⊙ 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R13)



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 7 ONLY

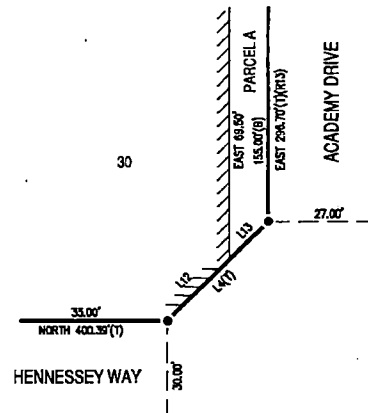
LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	EAST	20.00'	C1	50.00	45°00'00"	39.27'
L2	N45°00'00"E	20.71'	C2	50.00	90°00'00"	78.54'
L3	NORTH	12.00'	C3	12.00	90°00'00"	18.85'
L4	N45°00'00"W	35.36'	C4	73.00	69°43'22"	85.01'
L5	N45°00'00"E	35.36'	C5	87.00	23°15'22"	35.31'
L6	N45°00'00"W	35.36'	C6	87.00	11°31'57"	17.51'
L7	N45°00'00"E	35.36'	C7	87.00	11°43'25"	17.86'
L8	NORTH	12.00'	C8	73.00	24°59'53"	31.85'
L9	N45°00'00"W	35.36'	C9	73.00	41°43'29"	53.18'
L10	N45°00'00"W	20.71'	C10	50.00	217°33'	2.00'
L11	N45°00'00"E	28.99'	C11	50.00	42°42'27"	37.27'
L12	N45°00'00"W	28.99'	C12	50.00	45°00'00"	39.27'
L13	N45°00'00"W	6.38'	C13	50.00	42°42'27"	37.27'
L14	NORTH	7.50'	C14	50.00	217°33'	2.00'
L15	NORTH	7.50'	C15	17.00	68°14'06"	18.85'
L16	N45°00'00"E	6.38'	C16	17.00	68°14'06"	18.85'
L17	N45°00'00"E	35.36'	C17	87.00	23°15'22"	35.31'
L18	EAST	20.00'				
L19	N23°45'54"W	50.00'				

TRACT 3903

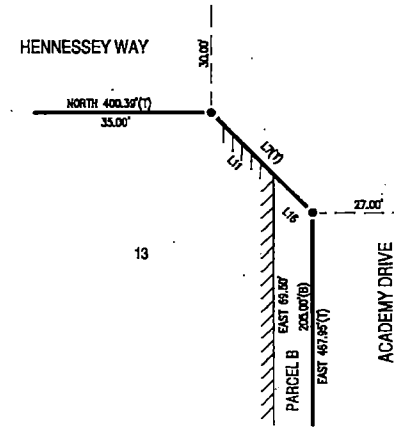
RIVER ISLANDS - PHASE 1B

VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3828 (42 MAP 71) &
 PARCEL 1 OF TRACT 3830 (43 MAP 23)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 JULY 2018



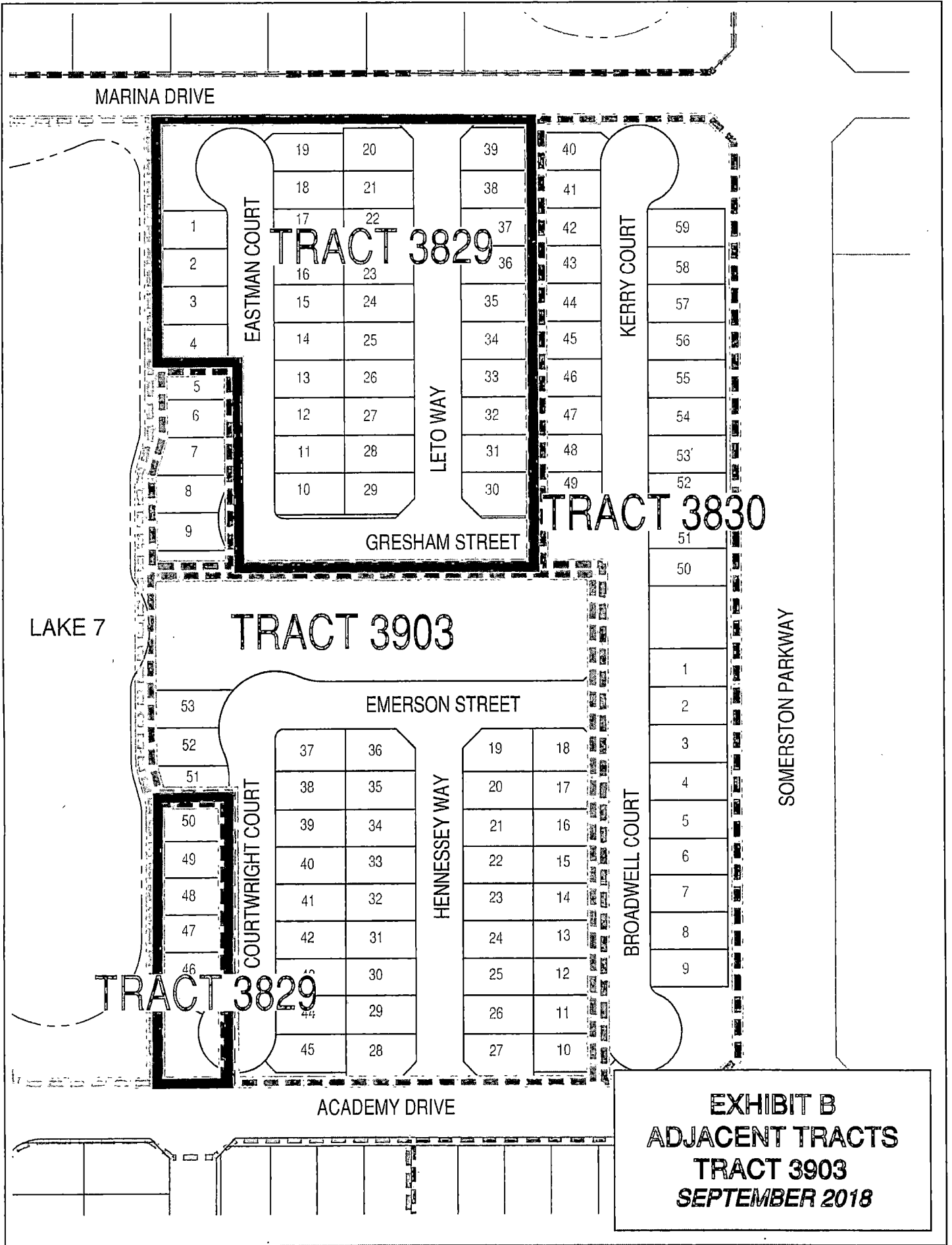
DETAIL A
 NOT TO SCALE
 (FROM SHEET 6)



DETAIL B
 NOT TO SCALE
 (FROM SHEET 7)

EXHIBIT B

ADJACENT TRACTS TO TRACT 3903



MARINA DRIVE

TRACT 3829

TRACT 3830

TRACT 3903

TRACT 3829

EXHIBIT B
ADJACENT TRACTS
TRACT 3903
SEPTEMBER 2018

EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. 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 insurers. 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."

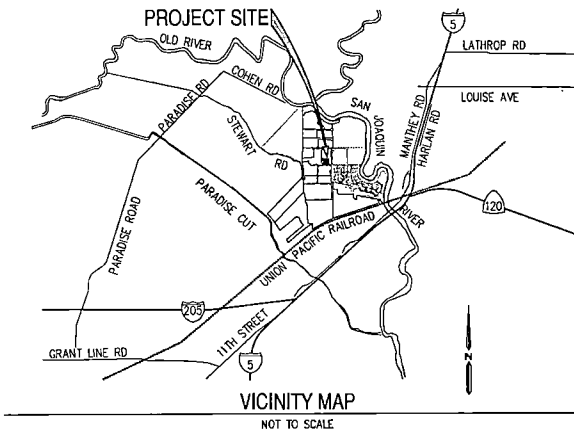
c. Include a statement that, "the insurer will provide to the City of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

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.

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



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 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE 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, IN FEE, PARCEL A FOR OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES, 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, PARCEL B FOR OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES AND SANITARY SEWER FACILITIES, 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 3, 4, 12, 13, 21, 22, 30, 31 AND 39 ALONG THE LOT LINE AS INDICATED BY THE SYMBOL // as shown on this final map.

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

BY: _____
NAME: SUSAN DELL'OSSO DATE _____
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 2016-180886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

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 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR 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 RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A AND B, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 3, 4, 12, 13, 21, 22, 30, 31 AND 39 ALONG THE LOT LINE AS INDICATED BY THE SYMBOL //.

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

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

ACKNOWLEDGEMENT CERTIFICATE (OWNER'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, _____ WHO
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, _____ WHO
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: _____

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

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

DATED THIS _____ DAY OF _____, 201__.

MARK WEISSNER, COMMUNITY DEVELOPMENT ASSISTANT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H", 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 THE VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

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

FEE: \$ _____

STEVE J. BESTOLARIDES, ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



NOTES

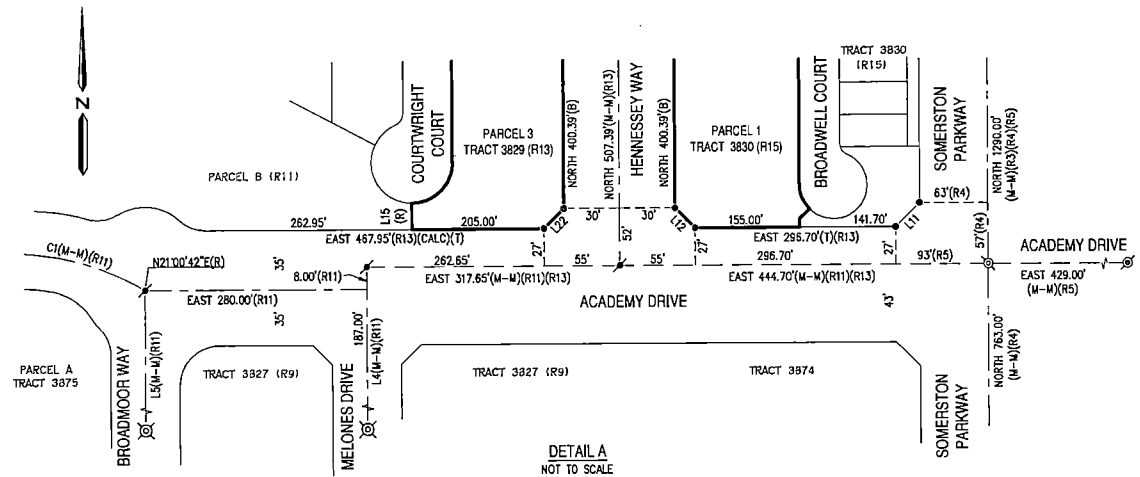
- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.4804, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED 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 DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEO TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEQ, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3903, RIVER ISLANDS, PHASE 1B, VILLAGE H, CONTAINS: 39 RESIDENTIAL LOTS, AND 2 LETTERED PARCELS, CONTAINING 4.03 ACRES, MORE OR LESS, ALL AS SHOWN ON SHEETS 6 THROUGH 8 HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

TRACT 3903 AREA SUMMARY	
39 RESIDENTIAL LOTS	3.95 AC±
PARCELS A AND B	0.08 AC±
TOTAL	4.03 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1614019945-KB, DATED JUNE 28, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
 1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
 2. PUBLIC UTILITY EASEMENT PER TRACT 3829 (42 M&P 71) IN FAVOR OF THE CITY OF LATHROP, S.J.C.R.



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3830, RIVER ISLANDS, PHASE 1B, VILLAGE H", 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 AUGUST 1, 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 OCTOBER 31, 2020, 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 2 THROUGH 4 ONLY

LINE #	DIRECTION	LENGTH
L1	EAST	444.70'
L2	EAST	317.65'
L3	EAST	280.00'
L4	NORTH	195.00'
L5	NORTH	562.00'
L6	EAST	93.00'
L7	EAST	351.70'
L8	EAST	644.60'
L9	EAST	412.02'
L10	EAST	675.00'
L11	N45°00'00"E	42.43'

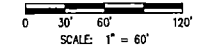
LINE #	DIRECTION	LENGTH
L12	N45°00'00"W	35.36'
L13	N45°00'00"E	20.71'
L14	NORTH	12.00'
L15	NORTH	12.00'
L16	NORTH	30.61'
L17	N15°09'15"W	49.73'
L18	EAST	20.00'
L19	N23°45'54"E	50.00'
L20	EAST	20.00'
L21	N23°45'54"W	50.00'
L22	N45°00'00"E	35.36'

CURVE #	RADIUS	DELTA	LENGTH
C1	350.00'	38°16'51"	233.74'
C2	50.00'	45°00'00"	39.27'
C3	50.00'	201°14'06"	175.61'
C4	50.00'	246°14'06"	214.88'
C5	12.00'	90°00'00"	18.85'
C6	50.00'	90°00'00"	78.54'
C7	50.00'	156°14'06"	136.34'
C8	50.00'	246°14'06"	214.88'
C9	17.00'	66°14'06"	19.65'
C10	87.00'	23°15'22"	35.31'
C11	73.00'	66°43'22"	85.01'

CURVE #	RADIUS	DELTA	LENGTH
C12	73.00'	69°47'22"	88.92'
C13	73.00'	136°30'43"	173.93'
C14	87.00'	23°15'22"	35.31'
C15	73.00'	80°03'58"	102.01'
C16	87.00'	23°15'22"	35.31'
C17	73.00'	136°30'43"	173.93'

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



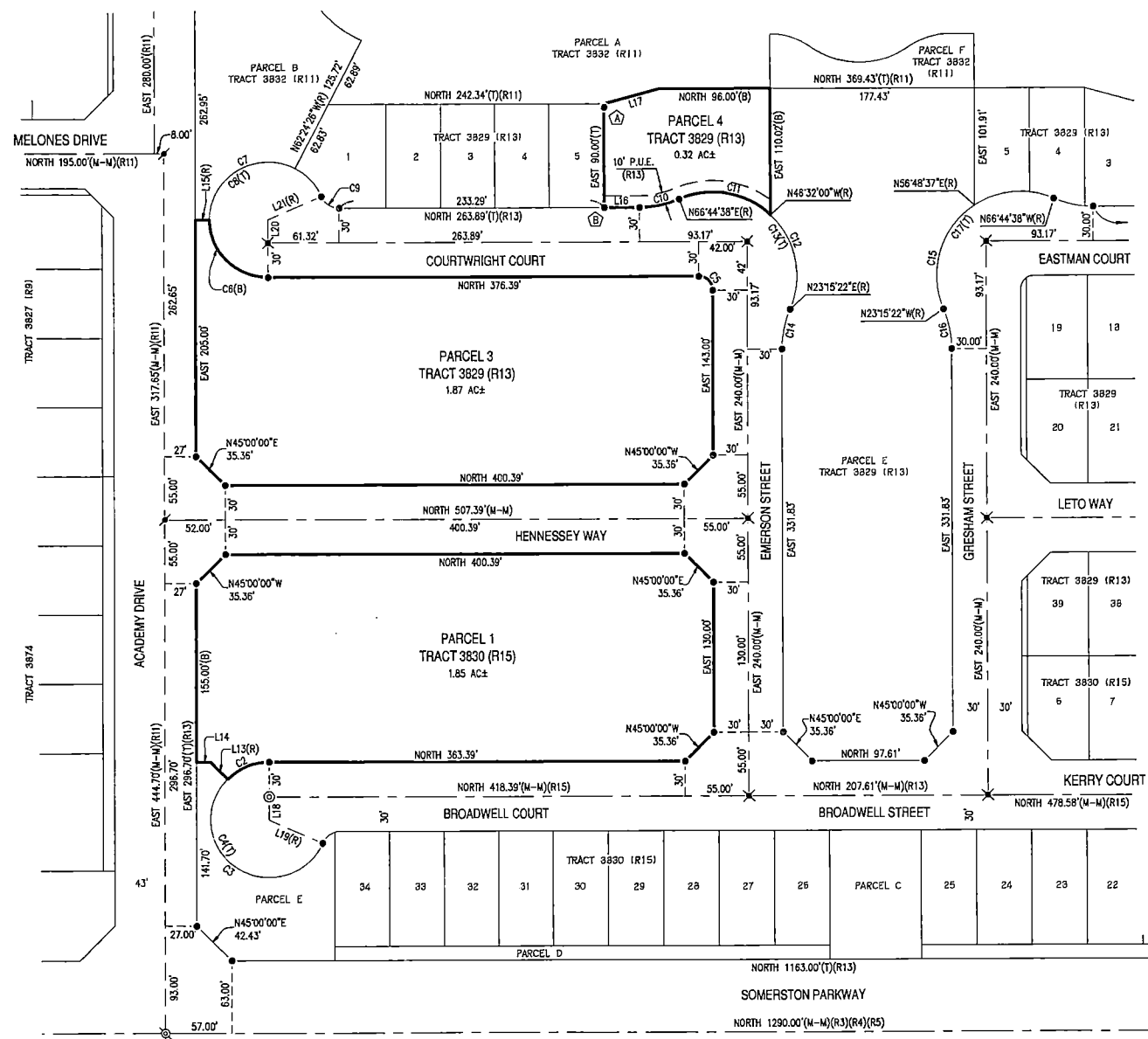
BOUNDARY SHEET

NOTES

- SEE SHEET 3 FOR LEGEND, REFERENCES AND BASIS OF BEARINGS.
- SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2 THROUGH 4 ONLY.

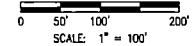
LEGEND

- FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- FOUND MONUMENT STAMPED "PLS 7788" PER (R9)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R13) OR (R15), RESPECTIVELY, UNLESS OTHERWISE SHOWN
- FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- MONUMENT TO BE SET PER (R4)
- MONUMENT TO BE SET PER (R3)
- FOUND MONUMENT STAMPED "PLS 7788" PER (R11)
- MONUMENT TO BE SET PER (R14)
- MONUMENT TO BE SET PER (R15)
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE OR RIGHT-OF-WAY LINE
- CENTERLINE
- MONUMENT LINE
- DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13)
- 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R13)



TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

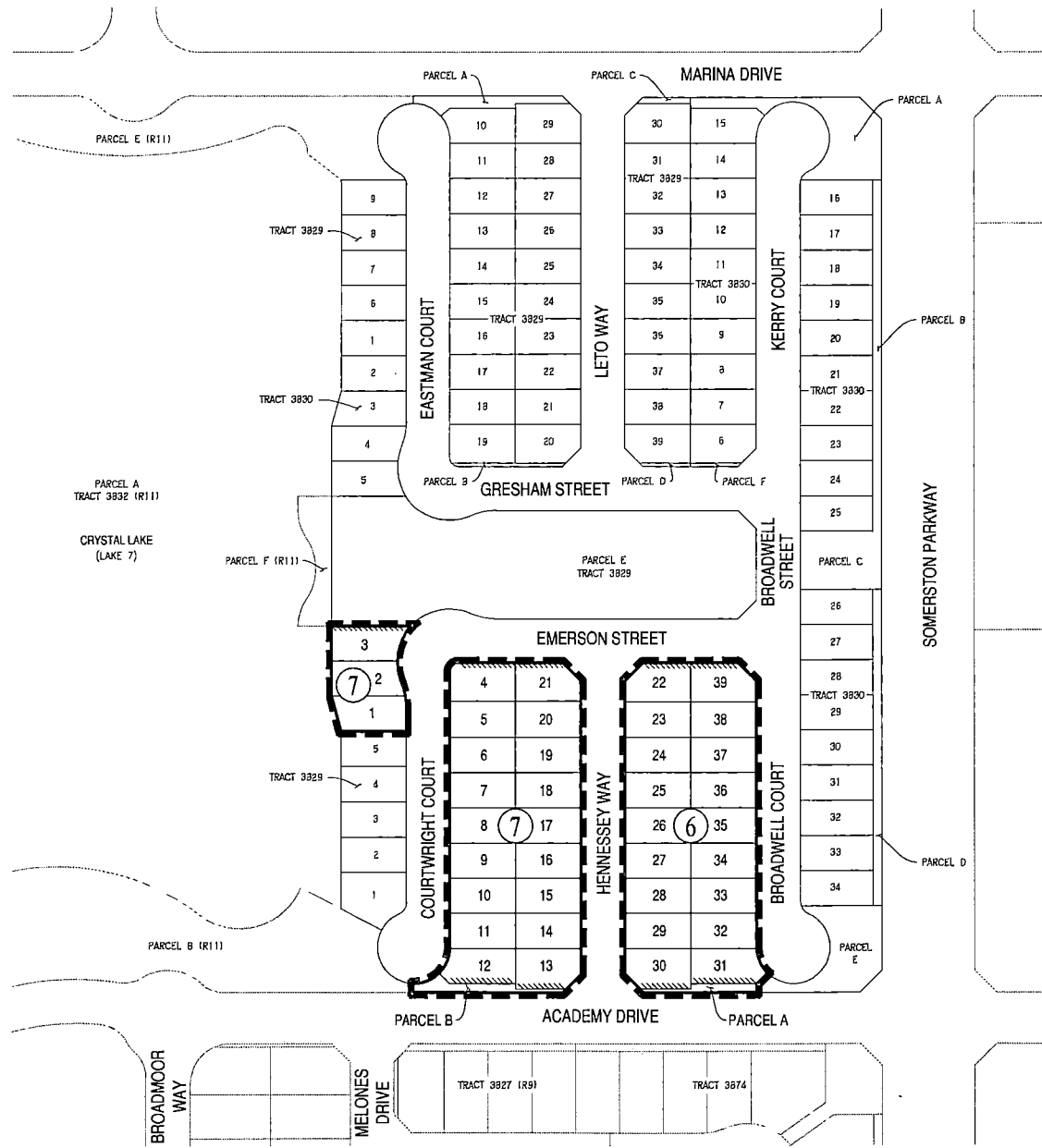
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



SHEET INDEX

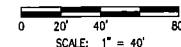
LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER
- RESTRICTED ACCESS



TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018

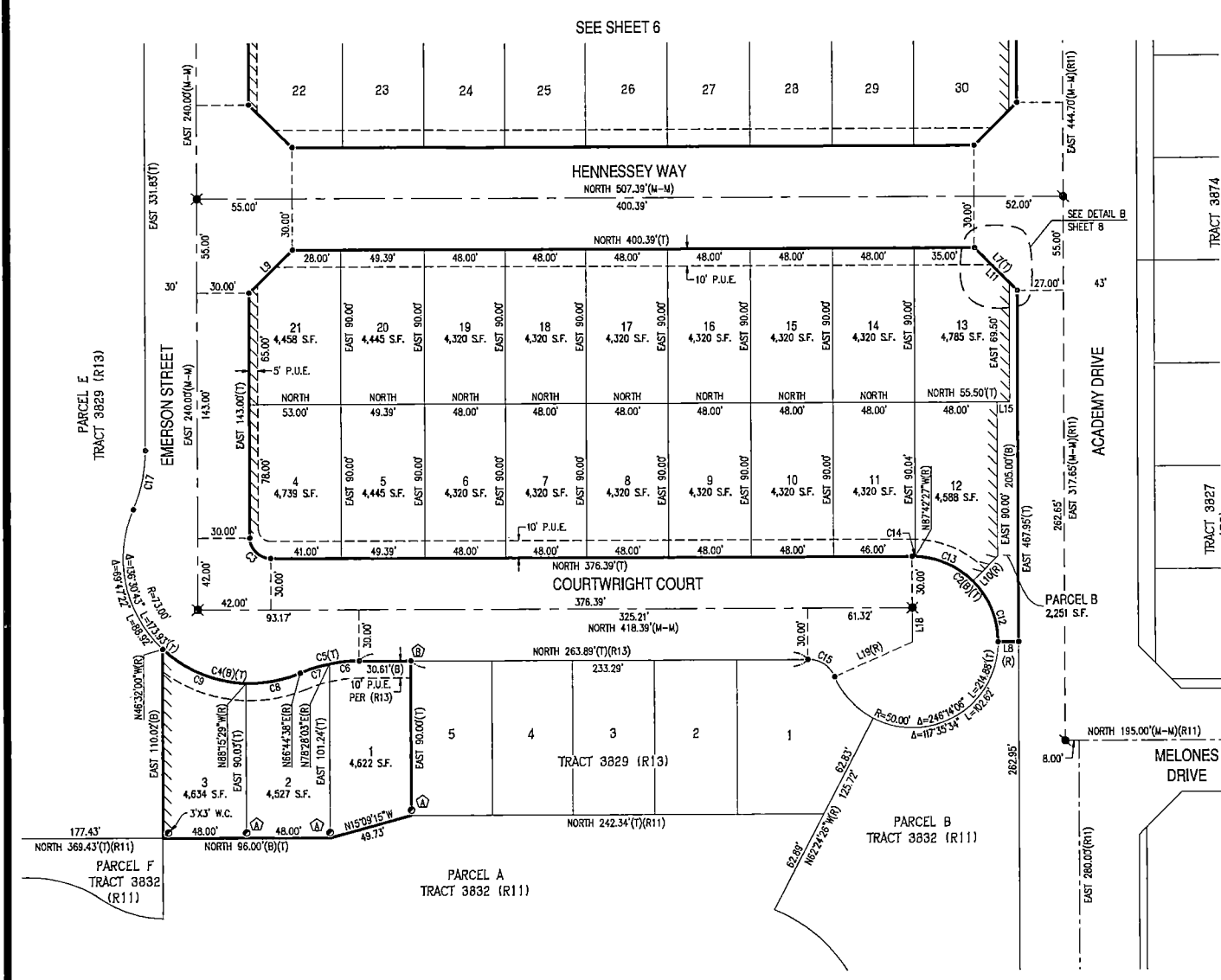


NOTES

- 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.
- 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 FOR ADDITIONAL NOTES.
- SEE SHEET 3 FOR BASIS OF BEARINGS, AND REFERENCES.
- SEE SHEET 6 FOR LINE AND CURVE TABLES.

LEGEND

- ⊙ MONUMENT TO BE SET PER (R15)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ★ FOUND MONUMENT STAMPED "PLS 7788" PER (R11)
- ✱ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R13) OR (R15), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R3)
- 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 W/ PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 3
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- Ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET ALONG THE SIDE PROPERTY LINE PER (R13), UNLESS OTHERWISE SHOWN
- Ⓑ 1.17" BRASS DISK STAMPED "PLS 7788" WITNESS CORNER ON 1.0' OFFSET PER (R13)

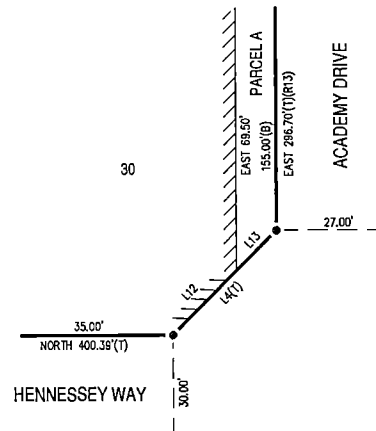


LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 7 ONLY

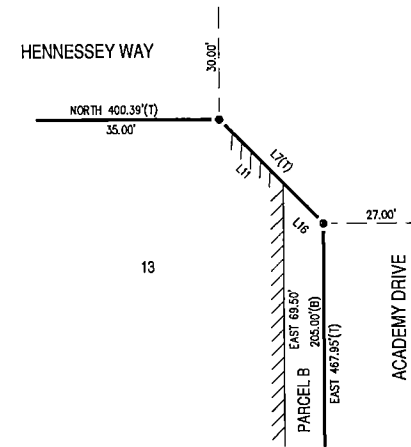
LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	EAST	20.00'	C1	50.00	45°00'00"	39.27'
L2	N45°00'00"E	20.71'	C2	50.00	80°00'00"	78.54'
L3	NORTH	12.00'	C3	12.00	90°00'00"	18.85'
L4	N45°00'00"W	35.36'	C4	73.00	66°43'22"	85.01'
L5	N45°00'00"E	35.36'	C5	87.00	23°15'22"	35.31'
L6	N45°00'00"W	35.36'	C6	87.00	11°31'57"	17.51'
L7	N45°00'00"E	35.36'	C7	87.00	11°43'25"	17.80'
L8	NORTH	12.00'	C8	73.00	24°59'53"	31.85'
L9	N45°00'00"W	35.36'	C9	73.00	41°43'29"	53.16'
L10	N45°00'00"W	20.71'	C10	50.00	2°17'33"	2.00'
L11	N45°00'00"E	28.99'	C11	50.00	42°42'27"	37.27'
L12	N45°00'00"W	28.99'	C12	50.00	45°00'00"	39.27'
L13	N45°00'00"W	6.36'	C13	50.00	42°42'27"	37.27'
L14	NORTH	7.50'	C14	50.00	2°17'33"	2.00'
L15	NORTH	7.50'	C15	17.00	66°14'06"	19.85'
L16	N45°00'00"E	6.36'	C16	17.00	66°14'06"	19.85'
L17	N45°00'00"E	35.36'	C17	87.00	23°15'22"	35.31'
L18	EAST	20.00'				
L19	N23°45'54"W	50.00'				

TRACT 3903 RIVER ISLANDS - PHASE 1B VILLAGE H

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3 AND 4 OF TRACT 3829 (42 M&P 71) &
PARCEL 1 OF TRACT 3830 (43 M&P 23)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2018



DETAIL A
NOT TO SCALE
(FROM SHEET 6)



DETAIL B
NOT TO SCALE
(FROM SHEET 7)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2018

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	NAIC # 12537
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W7238575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			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) \$
	<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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 39 RESIDENTIAL LOTS IN TRACT 3903 VILLAGE "H"

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as additional insured 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 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

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis 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

insurance afforded to the named insured by this policy and shall not contribute to any loss as respects the insureds 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.

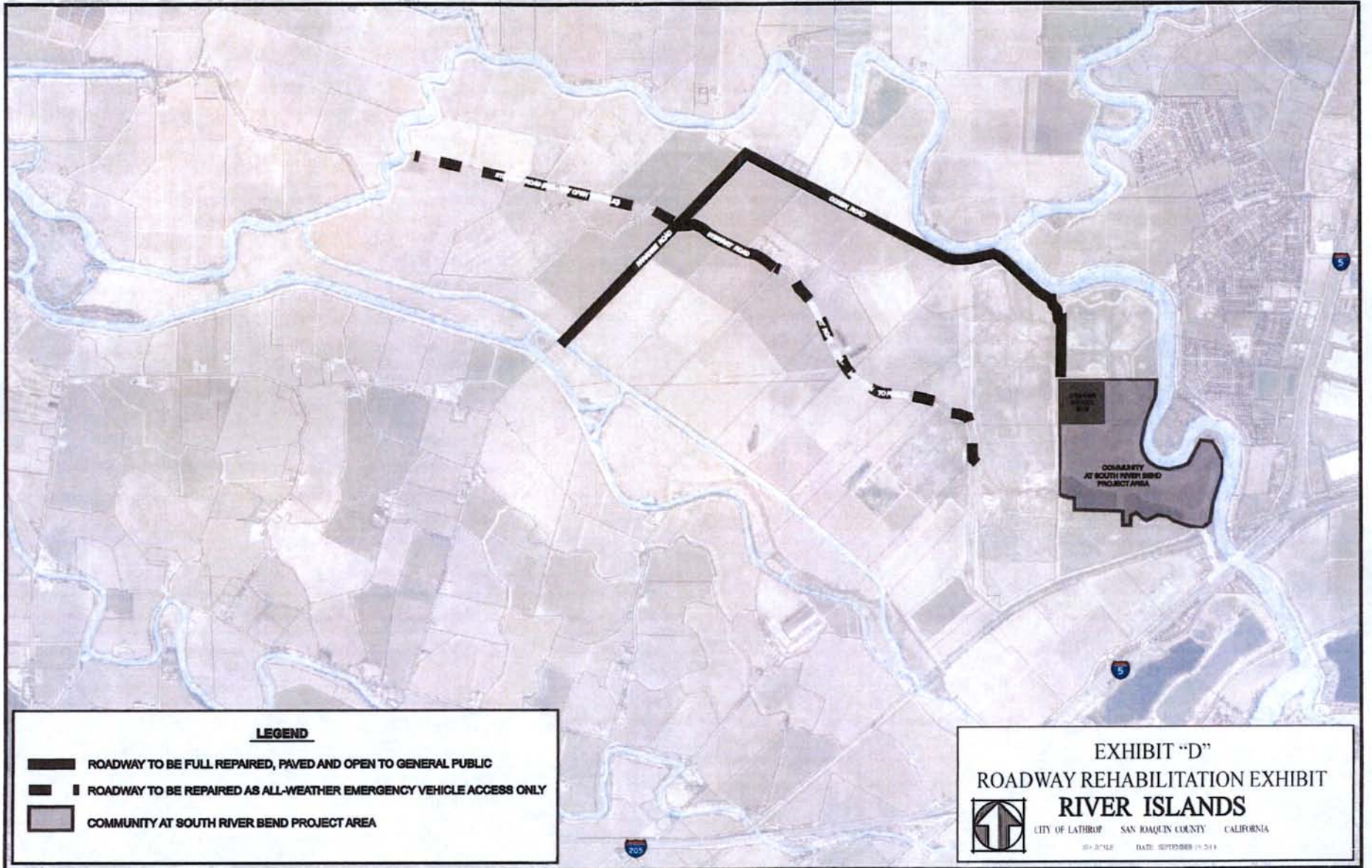
SCHEDULE

<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



LEGEND




-  ROADWAY TO BE FULL REPAIRED, PAVED AND OPEN TO GENERAL PUBLIC
-  ROADWAY TO BE REPAIRED AS ALL-WEATHER EMERGENCY VEHICLE ACCESS ONLY
-  COMMUNITY AT SOUTH RIVER BEND PROJECT AREA

EXHIBIT "D"
ROADWAY REHABILITATION EXHIBIT
RIVER ISLANDS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

10" X 12" DATE: SEPTEMBER 19, 2013

EXHIBIT E
VILLAGE H IMPROVEMENT COST ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 1B
TRACTS 3829 & 3830
VILLAGE C (112 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 9, 2016
Job No.: 25501-56

Item Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>				
1 Fine Grading (60' Right of Way)	256,900	SF	\$ 0.45	\$ 115,605.00
2 3" AC Paving (H1, H3, J, J1 Street)	97,100	SF	\$ 1.50	\$ 145,650.00
3 4.5" AC Paving (H, H2, J2 Street)	42,500	SF	\$ 2.25	\$ 95,625.00
4 7" Aggregate Base (H1, H3, J, J1 Street)	97,100	SF	\$ 1.05	\$ 101,955.00
5 8" Aggregate Base (H, H2, J2 Street)	42,500	SF	\$ 1.20	\$ 51,000.00
6 Vertical Curb and Gutter (With AB Cushion)	2,310	LF	\$ 13.00	\$ 30,030.00
7 Roll Curb and Gutter (With AB Cushion)	5,920	LF	\$ 13.00	\$ 76,960.00
8 Concrete Sidewalk	41,800	SF	\$ 4.00	\$ 167,200.00
9 Driveway Approach	112	EA	\$ 400.00	\$ 44,800.00
10 Handicap Ramps	9	EA	\$ 1,400.00	\$ 12,600.00
11 Signage & Striping	4,120	LF	\$ 5.00	\$ 20,600.00
12 Survey Monuments	12	EA	\$ 300.00	\$ 3,600.00
13 Remove Existing Street Barricade	2	EA	\$ 500.00	\$ 1,000.00
Subtotal Street Work				\$ 866,625.00
<u>STORM DRAIN</u>				
14 Catch Basins (Type A Inlet)	2	EA	\$ 2,400.00	\$ 4,800.00
15 Catch Basins (Type A Inlet over Type I Manhole Base)	16	EA	\$ 2,800.00	\$ 44,800.00
16 Catch Basins (Type A Inlet over Type II Manhole Base)	1	EA	\$ 3,300.00	\$ 3,300.00
17 15" Storm Drain Pipe	1,360	LF	\$ 34.00	\$ 46,240.00
18 18" Storm Drain Pipe	520	LF	\$ 46.00	\$ 23,920.00
19 24" Storm Drain Pipe	610	LF	\$ 80.00	\$ 48,800.00
20 36" Storm Drain Pipe	165	LF	\$ 110.00	\$ 18,150.00
21 Manholes (Type I)	3	EA	\$ 2,100.00	\$ 6,300.00
22 Connect To Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Storm Drain				\$ 198,010.00
<u>SANITARY SEWER</u>				
23 4" Laterals	114	EA	\$ 650.00	\$ 74,100.00
24 8" Sanitary Sewer Pipe	3,480	LF	\$ 25.00	\$ 87,000.00
25 Manholes	12	EA	\$ 2,000.00	\$ 24,000.00
26 Connect To Existing	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Sanitary Sewer				\$ 188,100.00

EXHIBIT F
RIPFA LETTER OF GUARANTEE

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

April 23, 2018

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

Subject: Substitution of Security – Unfinished Improvements within Stage 1B of River Islands at Lathrop (“Set-Aside Letter”)

Dear Glenn:

As you are aware, River Islands Development, LLC (“Developer”) has recently substantially completed improvements within most of the tracts (villages) of the East Village District of River Islands, as well as Village G within the Community at South River Bend area. All but one of these tracts have performance and labor and materials bonds that have been posted by the Developer with associated Subdivision Improvement Agreements and/or Encroachment Permits (“Previous Security”). Tract 3835 (Village N) has not yet associated with a final map filing and therefore, does not have performance bonds posted. However, since a map is imminent for this area, this Set-Aside Letter would cover this tract as well.

RIPFA is providing the set-aside letter in behalf of the Developer since RIPFA has provided the public funding for the construction of the improvements with issuance of bonds and resulting proceeds from RIPFA Community Facilities Districts (CFDs), including CFD 2015-1. Construction of the improvements has been performed either by the Developer through an acquisition agreement with RIPFA or by public bid of Reclamation District 2026, a member agency of RIPFA. The City entered into a Joint Community Facilities Agreement (JCFA) with RIPFA in November 2015, which provides the process to which the City accept these improvement for public use.

Since the Previous Security covered all or a majority of the value of improvements necessary to be constructed, the Developer feels it is unnecessary to carry the cost to maintain the cost of the Previous Security, since only thermoplastic striping remains for full completion and ultimate City acceptance of the improvements. As a result, the Developer has requested the Authority provide alternative security for the remaining unfinished improvements in-lieu of Previous Security previously provided to the City. We believe that that this “set-aside” letter will provide adequate guarantee to the City for items listed below.

This Set-Aside Letter would be substituted for security previously provided and in-lieu of security required for Village N as follows:

Bond Description	Bond Number	Performance Bond Amount	Labor & Mat. Bond Amount	Remaining Improvements Value	Set-Aside Security Amount
Tract 3840, et. al. (Village G)	SU1124681	\$775,000.00	\$775,000	\$6,440	\$11,592
Tract 3873, et. al. (Village A)	SU1124682	\$2,742,000.00	\$2,742,000.00	\$4,440	\$7,992
Tract 3828, et. al. (Village F)	0681483	\$356,160.00	\$ 178,080		
Tract 3826, et. al. (Villages D&E)	0681484	\$1,119,720.00	\$ 559,860	\$4,365	\$7,857
Tract 3832, et. al. (Villages J&K)	0681485	\$2,070,480.00	\$1,035,240	\$1,430	\$2,574
Tract 3834, et. al. (Village M)	0681491	\$2,237,040.00	\$1,118,520	\$1,905	\$3,429
Tract 3836, et. al. (Village O)	0681492	\$656,040.00	\$328,020	\$2,405	\$4,329
Tract 3829, et. al. (Village H)	0681490	\$444,480	\$222,240	\$1,820	\$3,276
Tract 3838, et. al. (Village Q)	0681502	\$190,800	\$95,400	\$1,905	\$3,429
Tract 3835 (Village N)	N/A	N/A	N/A	\$4,673	\$8,411
Total Amount of Set-Aside Letter					\$52,889

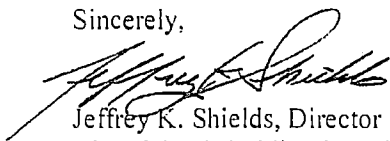
This Set-Aside Letter would provide security for 180% of the value of total remaining thermoplastic striping for all affected tracts.

Under the terms of this Letter of Guarantee, RIPFA shall hold the funds as stated herein in a restricted account until December 31, 2018, or until such time that all striping within the tracts are completed and the final improvements accepted, whichever comes first. Should all of the improvements not be accepted by the City by December 31, 2018 and the deadline is not extended by the City, RIPFA shall cause one of the following to occur:

1. RIPFA shall use the funds set aside in the Improvement Fund to complete the remaining thermoplastic striping under existing contracts to perform the work within 180 days; or
2. RIPFA shall withdraw the funds from the set aside monies in the Improvement Fund and, by January 15, 2019, provide these funds to perform the work.

RIPFA shall retain the discretion to choose between the two options as outlined above. As confirmation of the terms and conditions of this Letter of Guarantee, 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 number shown.

Sincerely,



Jeffrey K. Shields, Director
River Islands Public Financing Authority

cc: Susan Dell'Osso, Project Director, River Islands Development, LLC
William C. Scott, Chief Finance Officer, River Islands Development, LLC
John Peck, Construction Manager, River Islands Development, LLC
Michael Krill, Controller, River Islands Development, LLC

I Accept in Behalf of the City of Lathrop the Terms and Conditions of this Letter of Guarantee:



Glenn R. Gebhardt, City Engineer

4/26/18

Date

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

ATTACHMENT⁰⁰ 12⁰⁰

August 29, 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 3903; Escrow No. 1614019945

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**").

- One original Final Map for Tract 3903, executed and acknowledged by the City.

The documents 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.

Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Kristin Harvey at NBS (kharvey@nbsgov.com), Cindy Yan at Goodwin Consulting Group (cindy@goodwinconsultinggroup.net), Susan Dell'Osso (sdelloso@riverislands.com)

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

and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of all documents.

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 \$12,396.28, 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 4.03 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: 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 (ggehardt@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.

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above.

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.

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

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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

Very truly yours,



Susan Dell'Osso
President
River Islands Development, LLC

Stephen J. Salvatore
City Manager
City of Lathrop

**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
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVAL OF ANNEXATION NO. 7 OF VILLAGE "D" TO THE CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 OF THE RIVER ISLANDS DEVELOPMENT AT LATHROP**

RECOMMENDATION: **Adopt Resolution Approving the Seventh Amendment to Notice of Special Tax Lien for the City Community Facilities District No. 2013 (River Islands Public Services and Facilities) Annexation No.7 Village "D" at River Islands Development at Lathrop**

SUMMARY:

On May 14, 2018, the City Council approved Final Map Tract 3825, as the first tract map within the Village "D" area of River Islands. The New Home Company is building the Tidewater neighborhood in Village "D" and the adjacent Village "E" and would like to begin construction in Village E. Tidewater spans both Villages "D" and "E" which consists of 55'x100' single-family lots. Tract 3825 consists of thirty-six (36) new residential lots, shown as Attachment "B".

River Islands Development area includes three Community Facility Districts (CFD). These three separate districts include: City CFD 2013-1, Reclamation District 2062 (RD 2062) CFD 2013-01, and River Islands Public Financing Authority (RIPFA) CFD 2013-1. However, the approval of Tract 3825, Village D, on May 14, 2018 did not annex Tract 3825 into the City's CFD 2013-1 (Annexation No. 7).

Village D was included in RD 2062 CFD 2013-1 and RIPFA CFD 2013-1 when these two CFD's were formed in 2013. Therefore, it is not necessary to annex Village D into these CFD's. CFD's provide maintenance and special tax funds for certain public improvements in River Islands. All three CFDs are required by the 3rd Amendment to the River Islands Development Agreement.

Staff requests Council to approve Annexation No. 7 of Village "D" to the Lathrop Community Facilities District 2013-1 (River Islands Public Services and Facilities).

BACKGROUND:

As part of the East Village District of River Islands, Village "D" contains Tract 3825 and Tract 3892. River Islands Development, LLC, as the developer of the River Islands project, has contracted with The New Home Company for both Village "E" and Village "D" for development of its Tidewater single family home product.

CITY MANAGER'S REPORT **Page 2**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
APPROVAL OF ANNEXATION NO. 7 OF VILLAGE "D" TO THE CITY OF
LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 OF THE RIVER
ISLANDS DEVELOPMENT AT LATHROP

In May 2018, the City Council approved Tract 3825, as the first tract map within Village "D", along with other approvals necessary for the construction of thirty-six (36) 55' x 100' lots. As with other approved tracts for River Islands in East Village, Tract 3825 and the Village "D" area will need to be annexed to the Lathrop Community Facilities District for maintenance of certain public improvements (Lathrop CFD No. 2013-1). The annexation documents have been approved by the existing property owner. Building permits will not be issued until this annexation has been approved by City Council.

REASON FOR RECOMMENDATION:

The City and the developer have ensured that there are proper financing mechanisms in place for the maintenance of required public infrastructure within the River Islands project, including Lathrop CFD No. 2013-1. With the approval of the attached resolution, new homes within Village "D" will fund maintenance of required improvements within the project.

BUDGET IMPACT:


There is no budget impact to the City. The development covers all City costs. River Islands is providing funds for staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving the Seventh Amendment to Notice of Tax Lien Community Facilities District No. 2013 (River Islands Public Services and Facilities Annexation No.7) of Village "D" at River Islands Development at Lathrop
- B. Vicinity Map of Tract 3825 Village "D"

CITY MANAGER'S REPORT
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
APPROVAL OF ANNEXATION NO. 7 OF VILLAGE "D" TO THE CITY OF
LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 OF THE RIVER
ISLANDS DEVELOPMENT AT LATHROP

APPROVALS




Glenn Gebhardt
City Engineer

8/30/18
Date



Cari James
Finance Director

9/4/18
Date



Salvador Navarrete
City Attorney

8-30-18
Date



Stephen J. Salvatore
City Manager

9.6.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE SEVENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN
FOR THE CITY COMMUNITY FACILITIES DISTRICT NO. 2013 (RIVER
ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO.7 VILLAGE
"D" AT RIVER ISLANDS DEVELOPMENT AT LATHROP**

WHEREAS, on May 14, 2018, the City Council approved Final Map Tract 3825, as the first tract map within the Village "D" area of River Islands; and

WHEREAS, The New Home Company is building the Tidewater neighborhood in Village "D" and the adjacent Village "E" and would like to begin construction in Village E; and

WHEREAS, Tidewater spans both Villages "D" and "E" which consists of 55'x100' single-family lots; and

WHEREAS, CFD's provide maintenance and special tax funds for certain public improvements in River Islands; and

WHEREAS, River Islands Development area includes three Community Facility Districts (CFD), and these three separate districts include: City CFD 2013-1, Reclamation District 2062 (RD 2062) CFD 2013-01, and River Islands Public Financing Authority (RIPFA) CFD 2013-1; and

WHEREAS, Village D was included in RD 2062 CFD 2013-1 and RIPFA CFD 2013-1 when these two CFD's were formed in 2013, and it is therefore not necessary to annex Village D to these CFD's; and

WHEREAS, the approval of Tract 3825, Village D, on May 14, 2018 did not annex Tract 3825 into the City's CFD 2013-1 (Annexation No. 7.); and

Whereas, all three CFDs are required by the 3rd Amendment to the River Islands Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approves the following;

1. That the City Clerk is authorized to execute the Seventh Amendment to Notice of Special Tax Lien for the City Community Facilities District No. 2013 (River Islands Public Services and Facilities) Annexation No.7 Village "D" at River Islands Development at Lathrop.

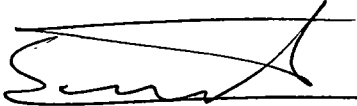
PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of September 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ATTACHMENT B
VILLAGE "D"
VICINITY MAP
MAY 2018

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

ITEM: ACCEPTANCE OF SOUTH LATHROP COMMERCE CENTER (PARCEL MAP 17-01) OFF-SITE PUBLIC IMPROVEMENTS

RECOMMENDATION: Adopt Resolution Accepting South Lathrop Commerce Center (Parcel Map 17-01) Off-Site Public Improvements

SUMMARY:

South Lathrop Land LLC, the developer for the South Lathrop Commerce Center, has completed construction of the off-site portion of the public improvements in accordance with that portion of their Subdivision Improvement Agreement. The offsite improvements have been constructed and funded by the developer in accordance with the Subdivision Improvement Agreement. The improvements have been inspected by the City staff and have been deemed complete and ready for acceptance as part of this construction project. Staff recommends that the City Council accept these improvements and, the City has received the required "Warranty and Maintenance Bond". Staff requests Council to authorize the City Clerk to release the performance and the labor and material bonds for the offsite improvements. The costs to maintain these facilities shall be covered through the South Lathrop Maintenance Services District, CFD that is currently being created.

BACKGROUND:

On September 10, 2018, City Council approved the Parcel Map 17-01 and Subdivision Agreement for South Lathrop Commerce Center with South Lathrop Land LLC. In addition to the standard on-site infrastructure to serve the industrial lots, off-site improvements were required. These included construction of water line, sanitary force mains, and dry utilities. These off-site facilities were shown on improvement plans titled "Improvement Plans PM 17-01, Offsite Backbone Infrastructure" prepared by MacKay & Soms and approved by the City Engineer in March 2018.

The Subdivision Agreement included both the on and off site improvements. Separate bonds, however, have been posted for these two aspects of the subdivision's improvement requirements.

Staff inspected the off-site improvements and confirmed they were completed in a satisfactory manner and comply with City Standards. Only the off-site improvements are being accepted at this time. The agreement and bonds for the on-site improvements are to remain in effect.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF SOUTH LATHROP COMMERCE CENTER (PARCEL MAP
17-01) OFF-SITE PUBLIC IMPROVEMENTS

Two, one-year maintenance bonds have been received as follows:

Yosemite and Guthmiller Offsite Portion	\$182,912
Old Harlan Road Offsite Portion	\$114,094

These bonds have been posted by the developer for warranty of the offsite improvements. This includes the 44" bore under State Route Highway 120, the UPPR railroad tracks and the SSJID transmission line in which an additional 12" dewatering pipeline was installed. The bond will cover any repairs of this additional line, if needed. Since the developer has completed its obligations concerning construction of these off site facilities Staff requests, upon acceptance, City Council authorize the City Clerk to release the performance bonds and the labor and materials bonds and accept the one-year maintenance bonds in accordance with the Lathrop Municipal Code.

RECOMMENDATION:

Staff recommends Council accepting the following improvements for maintenance as part of the acceptance of the Off-Site Improvements for SLCC, South Lathrop Commerce Center:

Quantity	Units	Description
• 5483	• LF	• 12" Water Pipe
• 4	• Each	• Fire Hydrants
• 400	• LF	• 12" x ¼" Casing
• 580	• LF	• 44" x 5/8" Casing
• 603	• LF	• 12" Ductile Pipe
• 5582	• LF	• 6" C-900 Pipe
• 23	• Each	• 12" Valves & Fittings
• 5	• Each	• Blow Off Assembly
• 5582	• LF	• 6" SSFM

BUDGET IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained, but it is anticipated that those costs will be offset by the South Lathrop Commerce Center Community Facility District (CFD) that is currently being created. The estimated revenues and appropriations will be included in the Fiscal Year 18/19 midyear budget for the SLCC CFD.

ATTACHMENTS:

- A. Adopt Resolution Accepting South Lathrop Commerce Center (Parcel Map 17-01) Off-Site Public Improvements
- B. Location Exhibit
- C. Developer Master Lien Release letter
- D. GASB 34

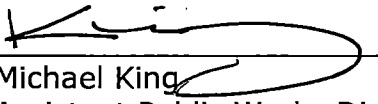
CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 10, 2018, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF SOUTH LATHROP COMMERCE CENTER (PARCEL MAP
17-01) OFF-SITE PUBLIC IMPROVEMENTS

APPROVALS:



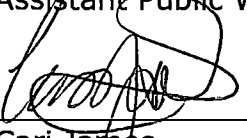
Ken Reed
Senior Construction Manager

9-5-2018
Date



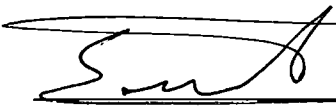
Michael King
Assistant Public Works Director

9-6-18
Date



Cari James
Finance Director

9/6/18
Date



Salvador Navarrete
City Attorney

9-6-18
Date



Stephen Salvatore
City Manager

9.6.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ACCEPTING SOUTH LATHROP COMMERCE CENTER (PARCEL MAP 17-01)
OFF-SITE PUBLIC IMPROVEMENTS**

WHEREAS, South Lathrop Land LLC, the developer for the South Lathrop Commerce Center (SLCC) has completed construction of the off-site portion of the public improvements in accordance with that portion of their Subdivision Improvement Agreement (SIA); and

WHEREAS, SLCC, completed the following offsite improvements:

Quantity	Unit	Description
• 5483	• LF	• 12" Water Pipe
• 4	• Each	• Fire Hydrants
• 400	• LF	• 12" x 1/4" Casing
• 580	• LF	• 44" x 5/8" Casing
• 603	• LF	• 12" Ductile Pipe
• 5582	• LF	• 6" C-900 Pipe
• 23	• Each	• 12" Valves & Fittings
• 5	• Each	• Blow Off Assembly
• 5582	• LF	• 6" SSFM

WHEREAS, the improvements have been constructed and paid for by the developer in accordance with the Subdivision Improvement Agreement and the improvements have been inspected by the City staff and have been deemed complete and ready for acceptance as part of this construction project; and

WHEREAS, two, one-year maintenance bonds have been posted by the developer for warranty of the offsite improvements; and

Yosemite and Guthmiller Portion	\$182,912
Old Harlan Road portion	\$114,094

WHEREAS, Staff recommends that the City Council accept these improvements, and authorize the City Clerk to release the performance and the labor and material bonds; and

WHEREAS, the City's maintenance costs will increase because of the additional improvements that have to be maintained, but it is anticipated that those costs will be offset by the South Lathrop Commerce Center Community Facility District (CFD) that is currently being created.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop approves the above off-site public improvements installed in conjunction with South Lathrop Commerce Center, and authorizes the City Clerk to release performance bond and labor and material bond for offsite improvements, upon receipt of the required "Warranty and Maintenance Deposit".

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th day of September, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

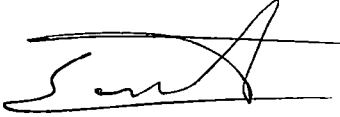
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



CROW HOLDINGS
INDUSTRIAL

September 4, 2018

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

Dear Mr. Gebhardt:

As part of the acceptance process for certain public improvements proposed for dedication to the City of Lathrop ("City") on _____, the City has requested that South Lathrop Land, LLC ("SLL") provide an acknowledgment of retained liability and indemnity to the City for all claims for payment of SLL's contractors ("Infrastructure Contractors") and any mechanic's liens ("Infrastructure Mechanic's Liens") that may arise for their services provided through completion of construction for the Offsite Backbone Infrastructure Improvements ("Payment Claims").

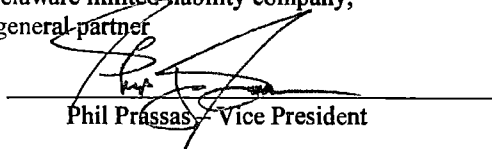
This letter constitutes acknowledgement by SLL that notwithstanding dedication of the above improvements to City, SLL retains any and all liability regarding any Payment Claims of Infrastructure Contractors and any Infrastructure Mechanic's Liens that may be recorded with respect to the aforementioned projects pursuant to Cal. Civil Code §3262 ("Payment Actions"), for work performed at SLL's direction on or before the date of dedication to the City. SLL shall pay all outstanding amounts to its Infrastructure Contractors as and when due, and, to the extent of any payment disputes that result in recordation of an Infrastructure Mechanic's Lien, shall remove or bond around any Infrastructure Mechanic's Liens within 10 days after recordation.

In connection therewith, and to the fullest extent permitted by law (which will not permit the City to be indemnified for its sole negligence or willful misconduct), SLL and its successors and assigns shall defend, with counsel of its choosing and acceptable to the City in good faith, indemnify and hold harmless City, its attorneys, officers, employees and officials (collectively, "City Indemnitees"), from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, reasonable attorneys' fees, litigation expenses and court costs of any kind without restriction or limitation, caused by, or as a direct consequence of, in whole or in part, any Payment Claims of Infrastructure Contractors or Infrastructure Mechanic's Liens for the above improvements. SLL and its successors and assigns shall pay such obligations as they are incurred by City Indemnitees or any of them, and in the event of any Payment Action against the City for which SLL has not recorded a release bond or retained counsel, shall submit a deposit in such amount as the City reasonably determines necessary to protect City Indemnitees from fees, costs or liability with respect to such claim or lawsuit.

**South Lathrop Land, L.L.C.,
a Delaware limited liability company**

By: CHI West 109 South Lathrop Land, L.P.,
a Delaware limited partnership,
its managing member

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: 
Phil Prassas, Vice President

527 W 7th St, Suite 308, Los Angeles, CA 90014

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

Date: August 3, 2018

Submitted by: MacKay & Soms

Tract No.: South Lathrop Commerce Center offsite improvements

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
12 Inch x 1/4 Inch Steel Casing	LF	400	\$ 1,270.00	\$ 508,000.00
44 Inch x 5/8 Inch Steel Casing	LF	580	\$ 1,485.00	\$ 861,300.00
Fire Hydrant	EA	4	\$ 8,500.00	\$ 34,000.00
				\$ -
12 Inch Potable Water Pipeline	LF	5483	\$ 107.00	\$ 586,681.00
12 Inch DIP		603	\$ 153.00	\$ 92,259.00
12 Inch Valves with Fittings	EA	23	\$ 2,500.00	\$ 57,500.00
Tee, Valve. & Blind Flange for Fire Hydr	EA	9	\$ 2,250.00	\$ 20,250.00
ARV's	EA	1	\$ 1,500.00	\$ 1,500.00
Blow off valve/assembly	EA	0	\$ 6,100.00	\$ -
Temporary blow off valve/assembly	EA	4	\$ 1,500.00	\$ 6,000.00
				\$ -
6 Inch SSFM	LF	5582	\$ 107.00	\$ 597,274.00

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

ITEM: **APPROVAL OF PARCEL MAP 17-01, SUBDIVISION IMPROVEMENT AGREEMENT, MEMORANDUM OF AGREEMENT FOR JOINT USE WITH RECLAMATION DISTRICT 17 (RD 17), EASEMENT DEED TO RD 17, AND JOINT ESCROW INSTRUCTIONS FOR SOUTH LATHROP COMMERCE CENTER**

RECOMMENDATION: **Adopt Resolution Approving the South Lathrop Commerce Center Parcel Map 17-01, Totaling Nine (9) Lots, and Approving Subdivision Improvement Agreement, Memorandum of Agreement for Joint Use with RD 17, Easement Deed to RD 17, and Related Joint Escrow Instructions**

SUMMARY:

The applicant, South Lathrop Land, L.L.C. (Applicant) requests approval of Parcel Map 17-01 (Parcel Map), included as Attachment "B", for South Lathrop Commerce Center (SLCC), totaling nine (9) lots. As required by the City's subdivision ordinance, approval of the Parcel Map must also involve approval of a Subdivision Improvement Agreement (SIA), included as Attachment "C", to guarantee certain off-site and on-site improvements associated with the Parcel Map. The SIA also requires South Lathrop Land, L.L.C. to construct certain public facilities and infrastructure that will be of benefit to other properties/developments in close proximity to SLCC, will be prepared in the near future to document these improvements and related costs that South Lathrop Land, LLC will be eligible for credit and/or reimbursement once the City is able to collect the required fees from the other benefitting properties as they develop.

Reclamation District 17 (RD 17) is the public agency that owns, oversees all activities on the San Joaquin River levee and maintains the levees in the South Lathrop Specific Plan area. These levees provide flood protection from the San Joaquin River. RD 17 has required that Parcels C and D shown on the Parcel Map be created as part of the approval of the Parcel Map. The land upon which these Parcels C and D will be located are on and are a part of the existing San Joaquin River levee, and once created, will be immediately dedicated to RD 17 in fee.

The City has required of the Applicant that Parcel B, as shown on the Parcel Map, be created for a linear park located between Jefferson Way and the San Joaquin River levee via the approval and recordation of Parcel Map 17-01. Once Parcel B is created and dedicated to the City, RD 17 has required that the City grant an easement to RD 17 over Parcel B for levee maintenance purposes, see Attachment "D". RD 17 has

CITY MANAGER'S REPORT Page 2
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

also required the City to execute a Memorandum of Agreement for Joint Use of Easement, included as Attachment "E", to insure that any improvements on Parcel B that are removed or damaged by RD 17 during levee maintenance will be the responsibility of the City to replace or repair.

BACKGROUND:

On April 18, 2016, City Council approved South Lathrop Commerce Center Vesting Tentative Parcel Map No. VTM 15-94 with Conditions of Approval for development consistent with the South Lathrop Specific Plan (SLSP). The SLCC Project is generally located at the southeast of the City limits bounded by State Route 120 to the north, San Joaquin River to the west, and the Union Pacific Railroad to the south. A Vicinity Map is included as Attachment "F".

On March 2, 2018, South Lathrop Land, L.L.C. purchased all of Richland Developers, Inc.'s ("Richland") land holdings and entitlements in SLSP so that the Applicant could take on the role of the master developer and build the infrastructure and improvements as shown and outlined in the previously approved Specific Plan and consistent with the related Development Agreement.

On March 12, 2018, the City Council adopted Ordinance 18-388 "South Lathrop Specific Plan Capital Facility Fees" to the Lathrop Municipal Code, establishing Capital Facility Fees for the SLSP area.

On May 14, 2018, the City Council adopted Resolution 18-4397 "2018 Capital Facility Fee Study Update" to the Lathrop Municipal Code, updating Capital Facility Fees for the City, including establishing the SLSP surface water fee.

On July 9, 2018, the City Council approved the "South Lathrop Regional Outfall Permit Agreement" between the City of Lathrop, RD 17 and South Lathrop Land, L.L.C. for construction of the South Lathrop Regional Outfall Structure.

South Lathrop Land, LLC has voluntarily agreed to construct, and the approved improvement plans indicate, substantially increased public improvements over what was required in the Conditions of Approval for VTM 15-94 and the Development Agreement, consisting of extended streets, wider streets, a signalized intersection, expanded off-ramps from State Route 120, a detached sidewalk and expanded landscaping. Furthermore, the Applicant and the City have worked together to further refine the design of certain improvements to help ensure they are built at the appropriate time and in a cost-efficient manner, while remaining generally consistent with the intent of the various approvals for the South Lathrop Commerce Center. Staff is asking the City Council to authorize the City Manager to approve said refinements to the scope and/or phasing of said improvements as reflected in the approved improvement plans.

CITY MANAGER'S REPORT Page 3
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

South Lathrop Land, L.L.C. has completed or has guaranteed completion of all public improvements on Parcel Map 17-01 in accordance with the provisions of the Subdivision Improvement Agreement, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval as well as the applicable provisions of the subject Development Agreement. Upon City acceptance of improvements as complete, a one-year warranty bond will be required to secure South Lathrop Land, L.L.C.'s obligation to repair construction defects encountered during the one-year warranty bond period.

A Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval, the applicable provisions of the Development Agreement, and the applicable laws, and signed by South Lathrop Land, L.L.C. and is being presented to the City Council for approval.

Also, South Lathrop Land, L.L.C., the City and RD 17 have approved the joint escrow instructions, included as Attachment "G".

South Lathrop Land, L.L.C. is required to construct the South Lathrop Regional Outfall Structure, subject to certain fee credit and reimbursement provisions and other terms and conditions set forth in the Subdivision Improvement Agreement, that will provide benefit (beyond Property Owner's required pro rata fair share contribution) to extensive areas beyond their project site including the McKinley Corridor area between Lathrop Road and Yosemite Avenue, the Gateway Specific Plan area between Yosemite Avenue and State Route 120, and areas within the South Lathrop Specific Plan area that are not owned by South Lathrop Land, L.L.C. A South Lathrop Regional Outfall Structure Reimbursement Agreement, will be prepared in the near future for review and consideration of approval by the City Council.

South Lathrop Land, L.L.C. is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s) outside of the South Lathrop Specific Plan area and within the Gateway Specific Plan area. Also, South Lathrop Land, L.L.C. is funding and constructing public infrastructure (streets and utility improvements) that will benefit properties in the South Lathrop Specific Plan area that are not owned by South Lathrop Land, L.L.C. A Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval, the applicable provisions of the Development Agreement, and applicable laws for review and consideration of approval by the City Council.

City staff has confirmed that all Conditions of Approval of VTM 15-94 required for approval of Parcel Map 17-01 have been completed as required, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement. The City Engineer has confirmed that Parcel Map 17-01 is substantially the same as it appeared on VTM 15-94, is technically correct, and complies with the

CITY MANAGER'S REPORT Page 4
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16. However, revisions to certain conditions are being requested by the Applicant and are supported by City staff, as follows:

1. South Lathrop Land, L.L.C. has requested and City staff recommends approval of a revised right-of-way dedication conceptually shown in the SLSP as dimensioned from back of curb, and replacing this requirement with a revised Public Utility Easement (PUE) and pedestrian sidewalk easement, which allows for a more robust street presence and pedestrian experience, generally consistent with the intent of the VTM 15-94 dedication requirements. The original right of way plus PUE for Yosemite Ave was 80 feet for a three lane roadway. The amended right of way plus PUE is 111 feet for a five lane roadway, and includes a minimum 21-foot wide PUE and Sidewalk Easement. The original right of way plus PUE for Glacier Street (Madruga) was 58 feet for a two lane roadway. The amended right of way plus PUE is 76 feet for a three lane roadway and includes a 24-foot wide PUE and Sidewalk Easement. In the approved SLSP Environmental Impact Report (EIR), there were Mitigation Measures, which were imposed on the SLCC as Consolidated Conditions of Approval (COA). In the Section entitled "Public Works", subsection 13, states the following:

"The Applicant shall dedicate all right-of-way (ROW) necessary for the ultimate widths of "Street A", "Guthmiller/Yosemite" south of State Route Highway 120, and "Madruga Rd". A 10-foot public utility easement (PUE) shall also be dedicated along all ROW frontages."

Staff had determined, and is asking for Council concurrence, that the revised street sections meet the mitigation measures and this Condition of Approval.

2. South Lathrop Land, L.L.C., has requested and City staff recommends approval of an exception to the storm drain design criteria to allow design based upon a 100-year, 24-hour storm.
3. South Lathrop Land, L.L.C., has requested and City staff recommends approval of the proposed modification and clarification to certain mitigation measures outlined in the COA and Mitigation, Monitoring and Reporting Program (MMRP) sections of the approved Environmental Impact Report for SLSP outlined and included at the back of Attachment "H". This is being included to ensure consistency with the intent and purpose of said measures, as further clarified by the attached Memo from De Novo Planning Group dated August 22, 2018 (Attachment "H") (the original author of the SLSP EIR). For the reasons set forth in said memo and other relevant information in the administrative record, City staff has determined that no additional CEQA review is required to approve said request pursuant to CEQA Guidelines section 15162 since none of the three conditions set forth in CEQA Guidelines section 15162(a) has occurred. See also Pub. Res. Code § 21166, CEQA Guidelines § 15164.)

CITY MANAGER'S REPORT Page 5
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

In accordance with applicable conditions of approval, prior to issuance of the first building permit, South Lathrop Land, L.L.C. is required to make provision for the maintenance of certain specified public infrastructure, including the storm drain collection system, basins, pumps and outfalls to the San Joaquin River, street lights, and traffic signal, street pavement, sanitary sewer pump station and force- mains, and the linear park improvements. Maintenance may be provided through the creation of a Community Facilities District (CFD) or through an alternative means, subject to the approval of the Public Works Director.

The City has completed the Capital Facilities Fee (CFF) analysis and issued its report. Based on this report, it has been determined that South Lathrop Land, L.L.C. does not owe any Capital Facilities Fees at this time, since CFF's are one-time only fees that are due prior to building permit issuance. There are two exceptions to this determination. First, the SLSP Capital Facilities Fee Study identified that a large portion of the traffic impact of the SLCC would be funded by the creation of a Community Facility District over the SLSP area. Should the CFD not include the balance of SLSP's share of transportation costs not included in the CFF, for whatever reason, then Applicant remains responsible for those cost.

The second exception is triggered by the requirement to allocate water and sewer capacity to the parcel map so that the newly created parcels are developable. The Applicant has signed allocations for sewer, providing each new parcel with adequate sewer treatment plus storage and disposal of recycled water, all from capacity purchased from Richland. The Applicant has also signed allocations for well water, also purchased from Richland, to cover 1/3 the water demand for dry warehousing.

The Development Agreement and the updated City Wide Capital Facility Fee Study dated May 3, 2018, require that the other 2/3 of the water demand must come from SSJID surface water. The South Lathrop Specific Plan area was allowed to use the less expensive Surface Water Buy-in Fee, which would add a monthly fee (South County Surface Water Supply Project Facilities Charge) onto the water bill until the bonds are fully paid off. However, for purposes of approving the Parcel Map, the Applicant has allocated adequate Well #9 water to support development of the new parcels. This will allow payment of SSJID surface water to be deferred to the time a building permit is requested.

Due to the last minute adjustments in the improvement plans, the final bond amounts were confirmed just days ago. This delay resulted in a slight delay in receiving the Performance and Labor/Materials Bonds. Staff is asking that City Council approve the Parcel Map with the understanding that the City Clerk will not sign the Parcel Map until the Performance and Labor/Materials Bonds are received and approved by the City Attorney and City Engineer. Receipt is expected any day.

South Lathrop Land, L.L.C., in conjunction with City staff review, has provided the Parcel Map, the Subdivision Improvement Agreement, grant deeds, improvement plans and all other required documents and fees necessary (as discussed above and

CITY MANAGER'S REPORT Page 6
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

in the attached Resolution) prior to the City Council considering Parcel Map 17-01 for approval and recordation. This includes the following documents and fees:

Documents	Status
1. Parcel Map 17-01	Council approval with this item
2. Subdivision Improvement Agreement	Council approval with this item
3. Performance Bonds	Will receive prior to recordation
4. Labor and Material Bonds	Will receive prior to recordation
5. Geotechnical Report	Completed
6. Joint Permit Agreement between City, RD 17 and South Lathrop Land, LLC for construction of South Lathrop Regional Outfall Structure	Approved by Council on July 9, 2018
7. Memorandum of Agreement for Joint Use with RD 17	Council approval with this item
8. Grant Deed for South Lathrop Land, LLC to RD 17 for Parcel C	Council approval with this item
9. Grant Deed for South Lathrop Land, LLC to RD 17 for Parcel D	Council approval with this item
10. Grant of Easement from City to RD 17 for Parcel B	Council approval with this item
11. Joint Escrow Instructions for Recordation of Parcel Map 17-01	Council approval with this item
12. Signed allocation of Water & Sewer to Map	Received
13. Submitted Certificate of Insurance	Received
14. Submitted Tax Letter	Received
15. Submitted Guarantee of Title	Received

Plans	Status
1. Traffic Signal Plans	Approved
2. Grading Plans	Approved
3. Regional Outfall Structure Plans	Approved
4. Off-Site Infrastructure Plans	Approved
5. On-Site Backbone Infrastructure Plans	Approved

CITY MANAGER'S REPORT Page 7
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

6. Landscaping Plans	Approved
7. Street Light Plans	Approved
8. Sanitary Sewer Pump Station Plans	Approved
9. Storm Drainage Pump Station Plans	Approved

Fees	Status
1. Parcel Map Plan Check	Paid
2. Improvement Plans- Plan Check and Inspection Fees	Paid

REASON FOR RECOMMENDATION:

The Applicant has furnished the City with the necessary documents to complete the processing of the Parcel Map and all required fees, as detailed more fully above and in the attached Resolution. South Lathrop Commerce Center Parcel Map 17-01 conforms to the requirements of the Subdivision Map Act and Conditions of Approval.

BUDGET IMPACT:

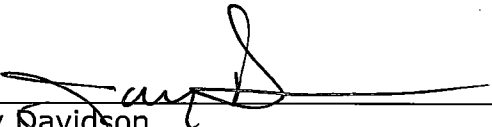
There is no fiscal impact to the City by this action. City costs are covered by development fees, and any shortfalls in City maintenance and operating costs will be covered by CFD's for maintenance and/or as otherwise specified in the conditions of approval and/or related Development Agreement.

ATTACHMENTS:

- A. Resolution Approving the South Lathrop Commerce Center Parcel Map 17-01, Totaling Nine (9) Lots, and Approving a Subdivision Improvement Agreement, a Memorandum of Agreement for Joint Use with Reclamation District 17 (RD 17), an Easement Deed to RD 17, and Related Joint Escrow Instructions
- B. Parcel Map 17-01
- C. Subdivision Improvement Agreement Between the City of Lathrop and South Lathrop Land, LLC For South Lathrop Specific Plan- South Lathrop Commerce Center Parcel, Parcel Map 17-01
- D. Grant of Easement from City to Reclamation District 17 for Parcel B
- E. Memorandum of Agreement for Joint Use with Reclamation District 17
- F. Vicinity Map for South Lathrop Commerce Center
- G. Joint Escrow Instructions for Recordation of Parcel Map 17-01 (South Lathrop Commerce Center)
- H. Memo from De Novo Planning Group dated August 22, 2018

CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
APPROVAL OF SOUTH LATHROP COMMERCE CENTER PARCEL MAP 17-01,
SIA, EASEMENT DEED AND AGREEMENTS

APPROVALS:



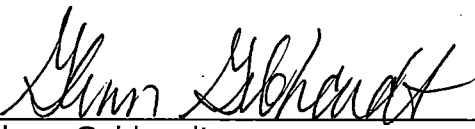
Jay Davidson
Principal Engineer

9/7/18
Date



Michael King
Assistant Public Works Director

9-7-18
Date



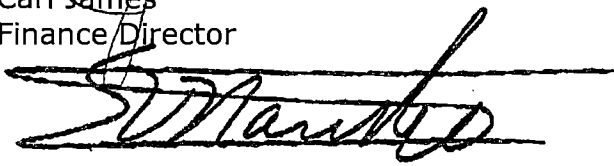
Glenn Gebhardt
City Engineer

9-7-18
Date



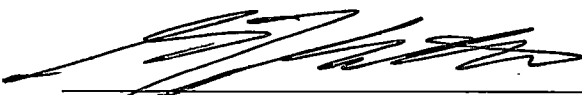
Cari James
Finance Director

9/7/18
Date



Salvador Navarrete
City Attorney

9/7/18
Date



Stephen J. Salvatore
City Manager

9.7.18
Date

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE SOUTH LATHROP COMMERCE CENTER PARCEL
MAP 17-01, TOTALING 9 LOTS, AND APPROVING SUBDIVISION
IMPROVEMENT AGREEMENT, MEMORANDUM OF AGREEMENT FOR JOINT
USE WITH RECLAMATION DISTRICT 17 (RD 17), EASEMENT DEED TO RD
17, AND RELATED JOINT ESCROW INSTRUCTIONS**

WHEREAS, on April 18, 2016, the City of Lathrop City Council approved Vesting Tentative Parcel Map No. VTM-15-94 with Conditions of Approval ("Conditions of Approval") for development consistent with the South Lathrop Specific Plan and the previously approved Development Agreement that covers the lands which are the subject of the VTM-15-94 ("Development Agreement"); and

WHEREAS, the lands covered by VTM-15-94 are in the City of Lathrop, generally located at the southeast of the City limits bounded by State Route 120 to the north, San Joaquin River to the west, and the Union Pacific Railroad to the south (APN's: 241-020-70, 241-030-13, 241-410-03, 241-410-06, & -07 (5 parcels) ("Project Site"); and

WHEREAS, the Project Site is subject to the following General Plan land use designations: IL-SL, Limited Industrial-South Lathrop; CO-SL, Commercial Office-South Lathrop; OS-SL, Open Space-South Lathrop; PF-SL, Public Facilities-South Lathrop Zoning Districts and LI, Limited Industrial; CO, Commercial Office; OS, Open Space; and P/QP, Public/Quasi Public Facilities; and

WHEREAS, the Project Site is subject to the South Lathrop Specific Plan, which serves as zoning as well as a planning document; and

WHEREAS, Parcel Map 17-01 has been prepared, processed and considered in accordance with all applicable laws and regulations, as well as the applicable Conditions of Approval and applicable provisions of the Development Agreement; and

WHEREAS, South Lathrop Land, L.L.C. ("Property Owner"), as the owner of the Project Site, has completed or has guaranteed completion of all public improvements on Parcel Map 17-01 in accordance with the provisions of the Subdivision Improvement Agreement (included as Attachment C to the September 10, 2018 staff report) ("Subdivision improvement Agreement"), as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval as well as the applicable provisions of the subject Development Agreement; and

WHEREAS, a fully executed Subdivision Improvement Agreement between the City and Property Owner, and provision of security by Property Owner in accordance with the terms and conditions set forth in the Subdivision Improvement

Agreement, are required prior to the parcel map approval per the Lathrop Municipal Code Section 16.20.170; and

WHEREAS, the Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval, the applicable provisions of the Development Agreement, and the applicable laws, and has been duly executed by Property Owner and presented to the City Council for approval and signature; and

WHEREAS, as set forth in the Subdivision Improvement Agreement, upon City's acceptance of all improvements as complete, a one-year warranty bond will be required to secure Property Owner's obligation to repair construction defects encountered during the one-year warranty bond period unless otherwise expressly set forth in the Subdivision Improvement Agreement; and

WHEREAS, Property Owner has voluntarily agreed to construct, and the approved improvement plans indicate, substantially increased public improvements over what was required in the Conditions of Approval for VTM 15-94 and the Development Agreement, consisting of extended streets, wider streets, a signalized intersection, expanded off-ramps from State Route 120, a detached sidewalk and expanded landscaping; and

WHEREAS, Property Owner and City have worked together to further refine the design of certain of the improvements to help ensure they are built at the appropriate time and in a cost-efficient manner, while remaining generally consistent with the intent of the various approvals for the South Lathrop Commerce Center, and the City Council desires to authorize the City Manager to approve said refinements to the scope and/or phasing of said improvements as reflected in the approved improvement plans; and

WHEREAS, Reclamation District 17 (RD 17) is the public agency that owns and maintains the levees in the South Lathrop Specific Plan area which provides flood protection from the San Joaquin River; and

WHEREAS, Property Owner, the City of Lathrop and RD 17 have entered into a Permit Agreement, approved by Lathrop City Council on June 9, 2018 and recorded on August 24, 2018 (Doc # 2018-094528), for construction of the South Lathrop Regional Outfall Structure; and

WHEREAS, RD 17 has required that Parcels C and D, that are located as a part of the existing San Joaquin River levee, be created via the approval and recordation of Parcel Map 17-01 and once created, be dedicated to RD 17 in fee by grant deed; and

WHEREAS, copies of the duly executed and acknowledged grant deeds from Property Owner to RD 17, approved as to form by RD 17, are attached to the joint escrow instructions (included as Attachment G to the September 10, 2018 staff report) ("Joint Escrow Instructions") and will be recorded concurrently with the recordation of Parcel Map 17-01; and

WHEREAS, Parcel B (as shown on Parcel Map 17-01 and located between Jefferson Way and the San Joaquin River levee), which has been planned for a linear park as described more fully in the South Lathrop Specific Plan as well as the applicable Conditions of Approval and applicable provisions of the Development Agreement, will be created via the approval and recordation of Parcel Map 17-01, and upon creation, be dedicated to the City; and

WHEREAS, once Parcel B is created and dedicated to the City via the approval and recordation of Parcel Map 17-01, RD 17 has required that the City grant an easement to RD 17 over Parcel B for levee maintenance purposes; and

WHEREAS, pursuant to the foregoing requirement, a duly executed and acknowledged grant of easement deed from the City to RD 17, approved as to form by RD 17, (included as Attachment D to the September 10, 2018 staff report) and upon approval of said easement grant by the Lathrop City Council, will be recorded concurrently with recordation of Parcel Map 17-01; and

WHEREAS, RD 17 has required the City to execute a Memorandum of Agreement for Joint Use (included as Attachment E to the September 10, 2018 staff report) to ensure that any improvements on Parcel B that are removed or damaged by RD 17 during levee maintenance will be the responsibility of the City of Lathrop to replace or repair, as described more fully in the attached Memorandum of Agreement; and

WHEREAS, City staff, Property Owner and RD 17 have approved the attached Joint Escrow Instructions that direct the title company to record Parcel Map 17-01, the three grant deeds to RD 17, and the Memorandum of Agreement for Joint Use concurrently in accordance with the terms of said escrow instructions; and

WHEREAS, Property Owner is required to construct the South Lathrop Regional Outfall Structure, subject to certain fee credit and reimbursement provisions and other terms and conditions set forth in the Subdivision Improvement Agreement, which will provide benefit (beyond Property Owner's required pro rata fair share contribution) to extensive areas that are within the City that are well beyond the Project Site, including the project known as the McKinley Corridor area between Lathrop Road and Yosemite Avenue, the project known as the Gateway Specific Plan area between Yosemite Avenue and State Route 120, and areas within South Lathrop Commerce Center that are not owned by Property Owner; and

WHEREAS, a South Lathrop Regional Outfall Structure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval, the applicable provisions of the Development Agreement, and applicable laws, for review and approval by the Lathrop City Council, and said Agreement will document the benefitting properties and set forth the process for fee credit and reimbursement to Property Owner and other applicable terms and conditions related thereto; and

WHEREAS, Property Owner is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s)

outside of the South Lathrop Specific Plan area and within the Gateway Specific Plan area, and Property Owner is funding and constructing public infrastructure (streets, dry and wet utility improvements) beyond what is required as part of Property Owner's pro-rata fair share, which will benefit properties in South Lathrop Commerce Center that are not owned by Property Owner; and

WHEREAS, a Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval, the applicable provisions of the Development Agreement and applicable laws, for review and approval by the Lathrop City Council, and said Agreement will document the benefitting properties and set forth the process for fee credit and reimbursement to Property Owner, along with other applicable terms and conditions related thereto; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 15-94 required for approval of Parcel Map 17-01 have been completed as required, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement and other agreements expressly referenced therein; and

WHEREAS, the City Engineer has confirmed that Parcel Map 17-01 is substantially the same as it appeared on VTM 15-94, is technically correct, and complies with the applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, Property Owner is required to fund escrow title fees, as set forth more fully in the Joint Escrow Instructions, prior to recordation of Parcel Map 17-01; and

WHEREAS, Property Owner has requested and City staff recommends approval of a revised right-of-way dedication conceptually shown in the SLSP as dimensioned from back of curb, and replacing this requirement with a revised Public Utility Easement (PUE) and pedestrian sidewalk easement, which allows for a more robust street presence and pedestrian experience, generally consistent with the intent of the VTM 15-94 dedication requirements; and

WHEREAS, the original right of way plus PUE for Yosemite was 80 feet for a three lane roadway, the amended right of way plus PUE is 111 feet for a five lane roadway, and includes a minimum 21-foot wide PUE and Sidewalk Easement, the original right of way plus PUE for Glacier (Madruga) was 58 feet for a two lane roadway, the amended right of way plus PUE is 76 feet for a three lane roadway and includes a 24-foot wide PUE and Sidewalk Easement (collectively "Amended Street Sections"); and

WHEREAS, in the approved SLSP Environmental Impact Report (EIR), there were Mitigation Measures, which were imposed on the SLCC as Consolidated Conditions of Approval (COA), including the COA Section entitled "Public Works", subsection 13, states the following: "The Applicant shall dedicate all right-of-way (ROW) necessary for the ultimate widths of "Street A", "Guthmiller/Yosemite" south

of State Route Highway 120, and "Madruga Rd". A 10-foot public utility easement (PUE) shall also be dedicated along all ROW frontages."; and

WHEREAS, Staff is asking for City Council concurrence that the Amended Street Sections meet the overall intent of the Mitigation Measures and COA ("Public Works", subsection 13) and comply with the Specific Plan; and

WHEREAS, Property Owner has requested and City staff recommends approval of an exception to the storm drain design criteria to allow design based upon a 100-year, 24-hour storm; and

WHEREAS, the COA and MMRP have been clarified in the Memo from DeNovo Planning Group, and included at the back of attachment "H "to the staff report; and

WHEREAS, Property Owner, has requested and City staff recommends approval of an exception to the storm drain design criteria to allow design based upon a 100-year, 24-hour storm; and

WHEREAS, in accordance with applicable conditions of approval (e.g., COA #22), Property Owner will, prior to issuance of the first building permit, make provision for the maintenance of certain specified public infrastructure, including the storm drain collection system, basins, pumps and outfalls to the San Joaquin River, street lights, proposed emergency vehicle access along the open space area and public landscaping. Such maintenance may be provided through the creation of a community facilities district (CFD) or through an alternative means, subject to the approval of the public works director; and

WHEREAS, the City has completed the Capital Facilities Fee (CFF) analysis and issued its report. Based on said report, it has been determined that Property Owner does not owe any Capital Facilities Fees at this time, since CFF's are one-time only fees that are due prior to building permit issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lathrop that Parcel Map 17-01 is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Lathrop that the Subdivision Improvement Agreement is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Lathrop that the grant of easement deed with respect to Parcel B is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Lathrop that the Memorandum of Agreement for Joint Use is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Lathrop that the Joint Escrow Instructions are hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute, acknowledge and file with the City Clerk a Subdivision Improvement Agreement with Property Owner, in substantially the form as included as Attachment C to the September 10, 2018 staff report; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute, acknowledge and file with the City Clerk and the escrow officer (pursuant to the Joint Escrow Instructions) the grant of easement deed transferring levee maintenance rights over Parcel B to Reclamation District 17, in substantially the form as included as Attachment D to the September 10, 2018 staff report; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute, acknowledge and file with the City Clerk and the escrow officer (pursuant to the Joint Escrow Instructions) the Memorandum of Agreement for Joint Use with Reclamation District 17, in substantially the form as included as Attachment E to the September 10, 2018 staff report; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to execute the Joint Escrow Instructions directing the title company to record Parcel Map 17-01, the three deeds to RD 17 and the Memorandum of Agreement for Joint Use with RD 17 concurrently in accordance with said escrow instructions, in substantially the form as included as Attachment G to the September 10, 2018 staff report; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to review and approve revisions to the improvement plans, if requested by Property Owner, to satisfy the conditions in an alternative manner as it relates to Vesting Tentative Parcel Map 15-94; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby approve an exception to the storm drainage design criteria to allow design based upon a 100-year, 24-hour storm, as reflected in the approved improvement plans; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lathrop hereby concur with staff that the Amended Street Sections meet the Mitigation Measures and COA and intent in the Specific Plan; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lathrop hereby approves the proposed modification and clarification to certain mitigation measures outlined in the COA and MMRP, as explained in the Memo from DeNovo Planning Group, included as Attachment H to the September 10, 2018 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th day of September, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

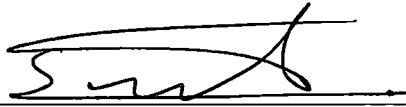
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 17-01, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTH LATHROP COMMERCE CENTER CONSISTING OF NINE (9) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP. THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT

WE HEREBY DEDICATE TO THE CITY OF LATHROP AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON THIS MAP AS, "GLACIER STREET", "JEFFERSON WAY", "MADRUGA ROAD", AND "YOSEMITE AVENUE", ALL AS SHOWN ON THIS MAP

WE ALSO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL A SHOWN ON THIS PARCEL MAP, FOR STORM DRAIN AND SANITARY SEWER PURPOSES, FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC UTILITIES AND LANDSCAPING, INCLUDING ALL APPURTENANCES.

WE ALSO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL B SHOWN ON THIS PARCEL MAP, FOR PARK PURPOSES, FOR LEVEE PURPOSES AND FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PARK SITE, TRAILS, PUBLIC UTILITIES, EMERGENCY VEHICLE ACCESS, FLOOD PROTECTION AND LANDSCAPING, INCLUDING ALL APPURTENANCES

WE ALSO 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 SHOWN UPON THIS MAP MARKED "PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP

WE ALSO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, STORM DRAIN PIPES, MANHOLES, OUTFALL STRUCTURES AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "SDE" (STORM DRAIN EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP

WE ALSO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SIDEWALK, RIGHTS FOR PUBLIC INGRESS AND EGRESS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "SWE" (SIDEWALK EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP

WE ALSO HEREBY RESERVE A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, TOWERS, POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "PG&E" (PACIFIC GAS & ELECTRIC) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP. TO BE DEDICATED BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS PARCEL MAP

WE ALSO HEREBY RESERVE PARCELS C AND D FOR DEDICATION TO RECLAMATION DISTRICT 17 (RD17) BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS PARCEL MAP

TO ENSURE MUNICIPAL WATER SERVICES TO ALL PARCELS SHOWN UPON THIS MAP, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATHROP WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD

DATED THIS _____ DAY OF _____, 2018

AS OWNER, SOUTH LATHROP LAND, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: CHI WEST 109 SOUTH LATHROP LAND, LP
A DELAWARE LIMITED PARTNERSHIP,
ITS MANAGING MEMBER

BY: CHILTH GP, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY _____

NAME _____

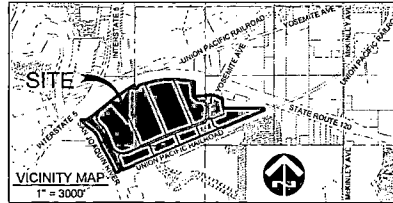
TITLE _____

PARCEL MAP 17-01

SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTH LATHROP COMMERCE CENTER
A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF LATHROP
COUNTY OF SAN JOAQUIN, CALIFORNIA

Mackay & Soms

ENGINEERS PLANNERS SURVEYORS
51476 FRANKLIN DR, PLEASANTON CA 94588 (925)224-0600
AUGUST 2018



OWNERS' ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA) SS
COUNTY OF _____)
ON _____, 2018, 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 HIS/HE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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: _____

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE _____

PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES _____

COMMISSION # OF NOTARY _____

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2018, AT _____ M.,
IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____, AT THE REQUEST OF FIRST
AMERICAN TITLE COMPANY

FEE: \$ _____

BY _____ ASSISTANT/DEPUTY RECORDER
STEVE J. BESTOLARDES
ASSESSOR/RECORDER/COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

APPENDIX B

SIGNATURE OMISSIONS:

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

1. STANISLAUS ELECTRIC POWER COMPANY (NOW PG&E)
 - a VOL. 58, BOOK A, PAGE 444, S.J.C.R. (ELECTRIC TRANSMISSION LINES)
 - b VOL. 58, BOOK A, PAGE 467, S.J.C.R. (ELECTRIC TRANSMISSION LINES)
2. SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PG & E)
 - a VOL. 187, BOOK A, PAGE 221, S.J.C.R. (PUBLIC UTILITIES)
 - b VOL. 153, BOOK A, PAGE 53, S.J.C.R. (PUBLIC UTILITIES)
 - c VOL. 357, PAGE 118, S.J.C.R. (PUBLIC UTILITIES)
 - d BOOK 187 PAGE 193, S.J.C.R. (PUBLIC UTILITIES)
3. RECLAMATION DISTRICT 17
 - a INSTRUMENT NO. 86059405, S.J.C.R. (LEVEE)
 - b INSTRUMENT NO. 86059407, S.J.C.R. (LEVEE)
4. SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT
 - a BOOK 1998, OR 287, S.J.C.R. (FLOOD CONTROL)
 - b BOOK 2457, PAGE 547, S.J.C.R. (FLOOD CONTROL)
 - c BOOK 2478, PAGE 414, S.J.C.R. (FLOOD CONTROL)
 - d BOOK 2494, PAGE 256, S.J.C.R. (FLOOD CONTROL)
 - e INSTRUMENT NO. 2002048444, S.J.C.R. (FLOOD CONTROL)
 - f INSTRUMENT NO. 2006210390, S.J.C.R. (FLOOD CONTROL)
5. PACIFIC GAS & ELECTRIC
 - a BOOK 2406, PAGE 342, S.J.C.R. (POLE LINES AND UTILITIES)
 - b BOOK 2542, PAGE 493, S.J.C.R. (POLE LINES AND UTILITIES)
 - c BOOK 2681, PAGE 467, S.J.C.R. (POLE LINES AND UTILITIES)
 - d BOOK 3167, PAGE 87, S.J.C.R. (POLE LINES AND UTILITIES)
 - e BOOK 3193, PAGE 587, S.J.C.R. (POLE LINES AND UTILITIES)
 - f BOOK 4291, PAGE 70, S.J.C.R. (POLE LINES AND UTILITIES)
 - g BOOK 4291, PAGE 72, S.J.C.R. (POLE LINES AND UTILITIES)
 - h INSTRUMENT NO. 8711483, S.J.C.R. (POLE LINES AND UTILITIES)
 - i INSTRUMENT NO. 87114071, S.J.C.R. (POLE LINES AND UTILITIES)
 - j INSTRUMENT NO. 86021897, S.J.C.R. (POLE LINES AND UTILITIES)
6. WALTER KEENEY AND JOANNA KEENEY
 - a INSTRUMENT NUMBER 2018079032, S.J.C.R. (DRIVEWAY EASEMENT)

RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP 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 ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATIONS, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND 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 ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 17-01, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTH LATHROP COMMERCE CENTER" CONSISTING OF NINE (9) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2018, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL A, PARCEL B, AND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS 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 HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE

DATED THIS _____ DAY OF _____, 2018.

TERESA VARGAS
CITY CLERK

SECRETARY OF THE PLANNING COMMISSION STATEMENT:

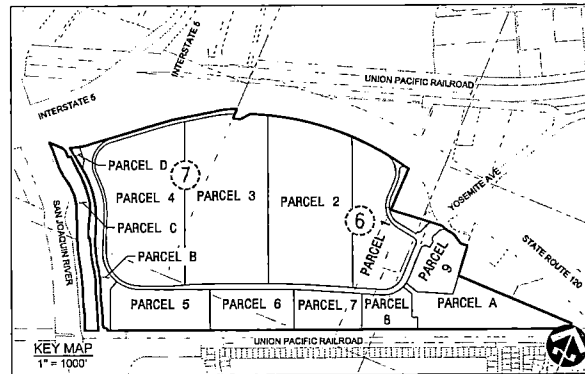
THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. _____ APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2018

DATED THIS _____ DAY OF _____, 2018

MARK MEISSNER
SECRETARY OF THE PLANNING COMMISSION
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "SOUTH LATHROP COMMERCE CENTER, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION" PROJECT NO. 0282 002 000 AND DATED NOVEMBER 20, 2017, REVISED DECEMBER 3, 2018, HAS BEEN PREPARED FOR THIS PROJECT BY ENGeo INCORPORATED, AND IS ON FILE WITH THE CITY OF LATHROP.



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RICHLAND DEVELOPERS, INC. ON AUGUST 22, 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED HEREON WITHIN TWENTY-FOUR MONTHS OF THE RECORDING OF THIS PARCEL MAP AND THE COMPLETION OF IMPROVEMENTS, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



IAN BRUCE MACDONALD
LS NO. 8817
REGISTRATION EXPIRES: DECEMBER 31, 2019

CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, 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 PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2018



ANNE-SOPHIE TRUONG, L.S. 8998
CITY SURVEYOR

CITY ENGINEER'S STATEMENT:

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP, IF REQUIRED.

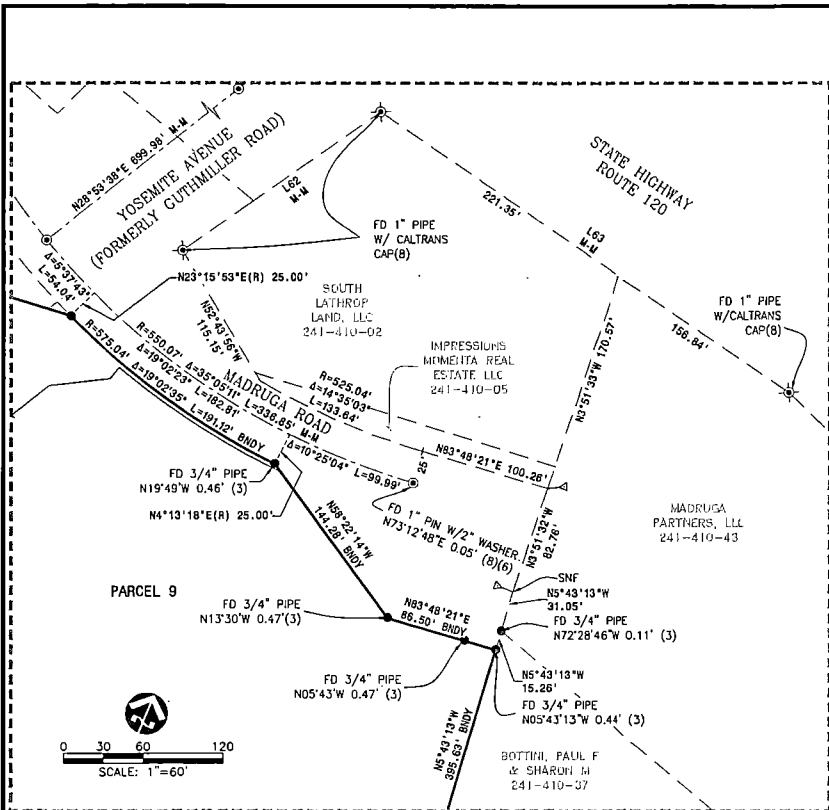
DATED THIS _____ DAY OF _____, 2018



GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER

PARCEL MAP 17-01
SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTH LATHROP COMMERCE CENTER
A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
SOUTH, RANGE 6 EAST, MOUNT OSABO MERIDIAN
CITY OF LATHROP
COUNTY OF SAN JOAQUIN, CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
51426 FERRIS LN DR., PLEASANTON, CA 94568 (425) 225-0600
AUGUST 2018



DETAIL B
(SEE SHEET 3)

LEGEND

---	DISTINCTIVE BORDER LINE
---	SECTION LINE
---	LOT LINE/PARCEL LINE
---	EXISTING PROPERTY LINE/RIGHT OF WAY LINE
---	EASEMENT LINE
---	EXISTING EASEMENT LINE
---	MONUMENT LINE
---	VEHICULAR NON-ACCESS
---	DETAIL LINE
⊙	FOUND 1" MONUMENT OR AS NOTED
⊙	SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BDX PER CITY STANDARD
⊙	FOUND SECTION QUARTER CORNER
⊙	FOUND MONUMENT AS NOTED
⊙	SET 3/4" IRON PIPE STAMPED LS 8817
⊙	FOUND HIGHWAY MONUMENT AS NOTED
∠	ANGLE POINT
---	BOUNDARY
IP	IRON PIPE
CL	CENTER LINE

DN	DOCUMENT NUMBER
FD	FOUND
M	MONUMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
SNF	SEARCHED NOTHING FOUND
PAE	PUBLIC ACCESS EASEMENT
PG&E	PACIFIC GAS AND ELECTRIC
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
(R)	RADIAL BEARING
(T)	TOTAL
()	DISTANCE TO TIE LINE
(4)	SHEET NUMBER

Line Table

Line #	Bearing	Length
L1	N36°59'11"W	27.95'
L2	N80°58'08"E	40.40'
L3	N36°59'11"W	55.76'
L4	N23°55'42"W	170.57'
L5	N29°15'28"W	194.83'
L6	N14°11'32"W	41.84'
L7	N26°03'20"W	167.19'
L8	N30°44'53"W	128.84'
L9	N39°28'25"W	48.34'
L10	N29°48'55"W	173.09'
L11	N25°51'46"W	90.58'
L12	N19°31'05"W	251.47'
L13	N52°53'14"W	311.04'
L14	N63°36'28"W	56.44'
L15	N45°51'38"W	79.77'
L16	N43°51'35"E	35.24'
L17	N47°38'52"W	101.38'
L18	N50°57'14"W	31.95'
L19	N48°14'50"W	77.01'
L20	N48°37'20"W	110.78'

Line Table

Line #	Bearing	Length
L21	N44°10'09"W	110.83'
L22	N39°38'38"W	107.07'
L23	N37°00'57"W	108.98'
L24	N54°52'51"E	5.34'
L25	N26°56'12"W	100.44'
L26	N15°07'51"W	89.94'
L27	N17°07'20"W	116.88'
L28	N21°41'19"W	100.00'
L29	N22°59'46"W	31.93'
L30	N65°26'05"E	16.93'
L31	N27°48'29"W	74.76'
L32	N22°12'18"W	17.43'
L33	N89°59'02"E	7.78'
L34	N22°12'18"W	87.98'
L35	N30°18'36"W	74.72'
L36	N32°26'28"W	100.00'
L37	N34°40'44"W	80.99'
L38	N30°50'28"W	84.78'
L39	N23°24'35"W	160.57'
L40	N28°23'00"W	82.37'

Line Table

Line #	Bearing	Length
L41	N26°15'51"W	167.35'
L42	N25°28'45"W	149.21'
L43	N25°25'53"W	92.28'
L44	N67°27'58"E	168.93'
L45	N23°29'24"W	195.63'
L46	N27°05'11"W	44.22'
L47	N29°46'04"W	124.16'
L48	N23°27'58"W	148.70'
L49	N27°20'53"W	189.89'
L50	N30°35'09"W	271.86'
L51	N27°49'45"W	90.98'
L52	N33°35'20"W	129.87'
L53	N48°03'12"W	178.95'
L54	N59°35'07"W	108.29'
L55	N49°17'47"W	114.28'
L56	N42°11'53"W	234.59'
L57	N48°17'40"W	88.33'
L58	N47°07'48"W	21.82'

Line Table

Line #	Bearing	Length	RECORD
L59	N72°01'17"E	272.52'	(N72°01'18"E 272.52' (8))
L60	N78°33'16"W	199.72'	(N79°48'36"E 199.71' (6)) (N78°31'38"E 199.67' (8))
L61	N28°53'38"E	699.88'	
L62	N32°02'40"E	181.74'	
L63	N78°11'04"W	378.19'	
L64	N68°20'16"W	264.01'	
L65	N76°15'40"W	210.67'	
L66	N72°59'24"W	484.54'	
L67	N70°37'17"W	430.80'	
L68	N68°15'37"W	200.14'	
L69	N71°08'50"W	308.16'	

MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION UNLESS OTHERWISE NOTED

Curve Table

Curve #	Radius	Delta	Length
C1	M-M 3600.26'	16°51'47"	1059.61'
C2	M-M 3600.26'	12°35'19"	791.03'
C3	M-M 550.04'	48°57'08"	469.94'
C4	M-M 550.04'	31°31'39"	302.64'

- NOTES:**
- ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
 - SEVERAL OF THE MAPS AND DEEDS OF RECORD REPORT DISTANCES ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 (GRID). THE DISTANCES PER SAID RECORD MAPS AND DEEDS HAVE BEEN CONVERTED TO THE EQUIVALENT DISTANCE ON THE GROUND WHEN SHOWN HEREON. THIS WAS DONE BY MULTIPLYING THE RECORD DISTANCE BY 1.00007088.
 - THIS SUBDIVISION CONTAINS A TOTAL AREA OF 272.505 ACRES MORE OR LESS.

- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 62, SJCR, 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, SJCR, 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, SJCR, 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, SJCR, 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, SJCR, 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, SJCR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 696 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94085367, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 SJCR

BASIS OF BEARINGS:
 BEARINGS HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPON DENSIFICATION STATION D-CA-10-HIG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE US&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,333,795.19').
 DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.

PARCEL MAP 17-01
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 SOUTH LATHROP COMMERCE CENTER
 A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
 SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN, CALIFORNIA

Mackay & Somps
 ENGINEERS PLANNERS SURVEYORS
 514-28 FRANKLIN DR. PLEASANTON, CA 94558 (925)252-0690
 SHEET 4 OF 9 AUGUST 2018 25223.010

EXISTING EASEMENTS PARCEL MAP 17-01

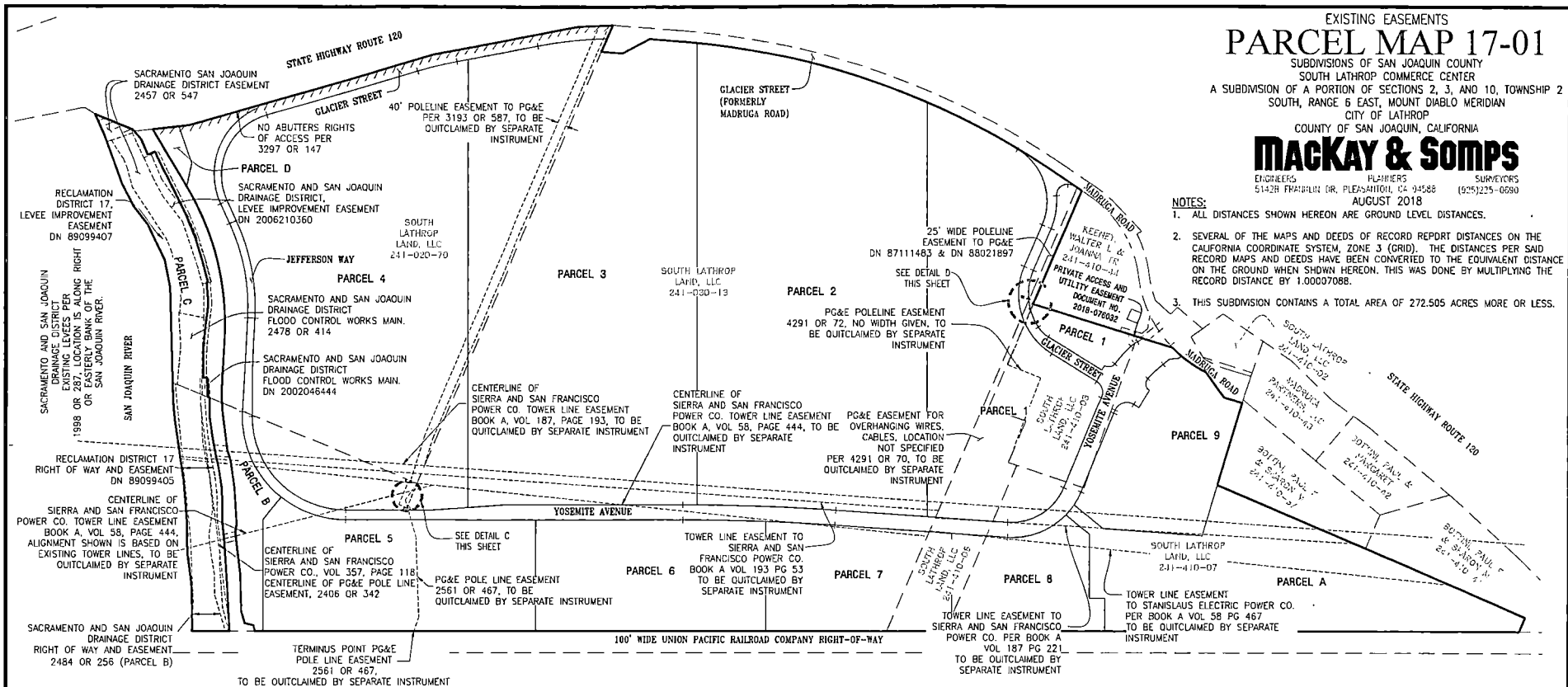
SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTH LATHROP COMMERCE CENTER
A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
SOUTH, RANGE 6 EAST, MOUNT Diablo MERIDIAN
CITY OF LATHROP
COUNTY OF SAN JOAQUIN, CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
51428 FRATERRIN DR., PLEASANTON, CA 94568 (925)225-0690

AUGUST 2018

- NOTES:**
- ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
 - SEVERAL OF THE MAPS AND DEEDS OF RECORD REPORT DISTANCES ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 (GRID). THE DISTANCES PER SAID RECORD MAPS AND DEEDS HAVE BEEN CONVERTED TO THE EQUIVALENT DISTANCE ON THE GROUND WHEN SHOWN HEREON. THIS WAS DONE BY MULTIPLYING THE RECORD DISTANCE BY 1.0007088.
 - THIS SUBDIVISION CONTAINS A TOTAL AREA OF 272.505 ACRES MORE OR LESS.



- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 62, S.J.C.R., 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, S.J.C.R., 1977, RALPH N. SCHEEL, JR., LS 3730
 - (3) 5 PM 105, S.J.C.R., 1977, RALPH N. SCHEEL, JR., LS 3730
 - (4) 5 PM 120, S.J.C.R., 1978, RALPH N. SCHEEL, JR., LS 3730
 - (5) 9 PM 173, S.J.C.R., 1980, RALPH N. SCHEEL, JR., LS 3730
 - (6) 12 PM 32, S.J.C.R., 1983, RALPH N. SCHEEL, JR., LS 3730
 - (7) 11 PM 21, S.J.C.R., 1982, RALPH N. SCHEEL, JR., LS 3730
 - (8) 2B RS 129, S.J.C.R., 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 696 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94085367, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 S.J.C.R.

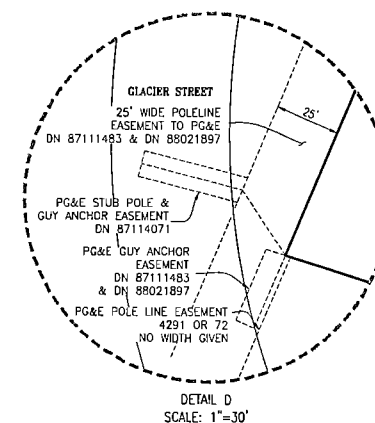
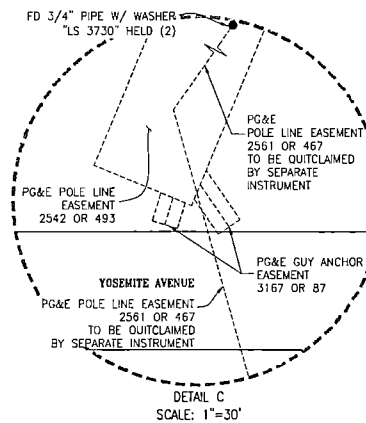
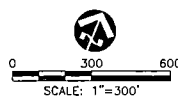
BASIS OF BEARINGS:
BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPGN DENSIFICATION STATION D-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE USC&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,335,795.19').
DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.

LEGEND

- DISTINCTIVE BORDER LINE
- SECTION LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE/RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- VEHICULAR NON-ACCESS
- DETAIL LINE
- ① FOUND 1" MONUMENT OR AS NOTED
- ② SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BOX PER CITY STANDARD
- ③ FOUND SECTION QUARTER CORNER
- ④ FOUND MONUMENT AS NOTED
- ⑤ SET 3/4" IRON PIPE STAMPED LS 8817
- ⑥ FOUND HIGH-WAY MONUMENT AS NOTED
- ▲ ANGLE POINT
- BNDY BOUNDARY
- IP IRON PIPE
- CL CENTER LINE

- DN DOCUMENT NUMBER
- FD FOUND
- M MONUMENT
- ML MONUMENT LINE
- PL PROPERTY LINE
- SNF SEARCHED NOTHING FOUND
- PAC PUBLIC ACCESS EASEMENT
- PGE PACIFIC GAS AND ELECTRIC
- PUE PUBLIC UTILITY EASEMENT
- SDS STORM DRAIN EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- () DISTANCE TO THE LINE

4

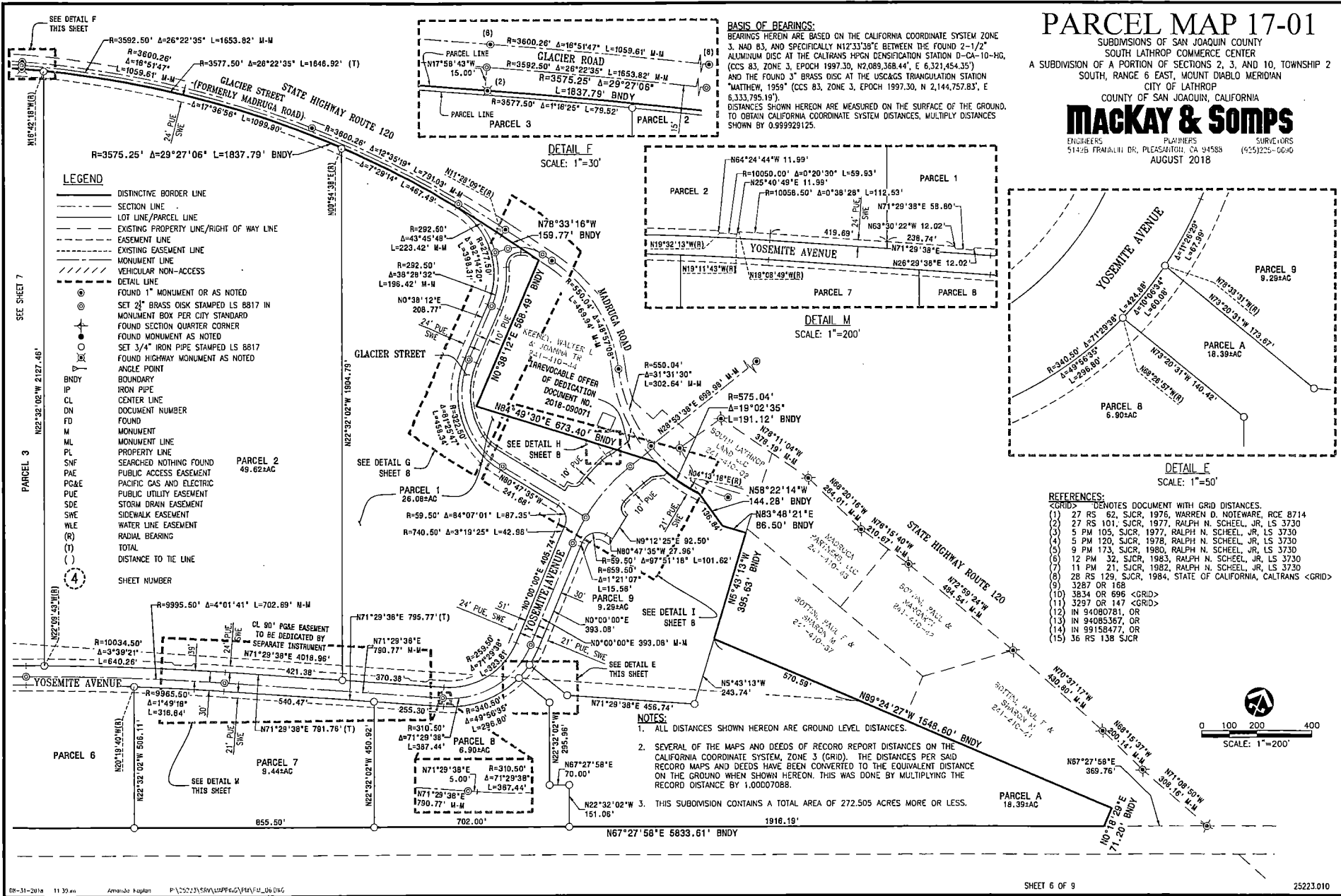


PARCEL MAP 17-01

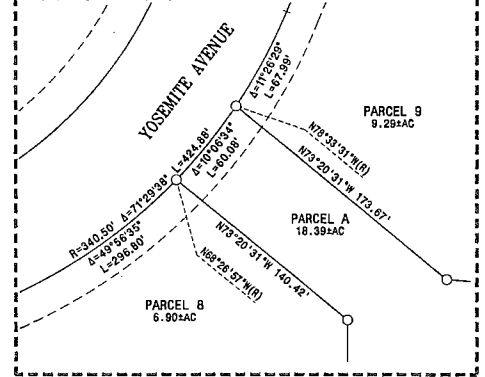
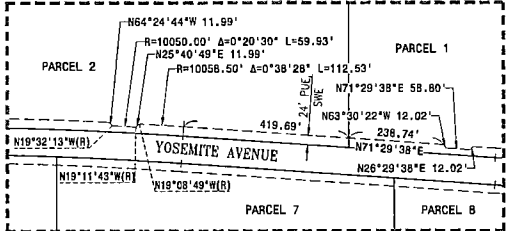
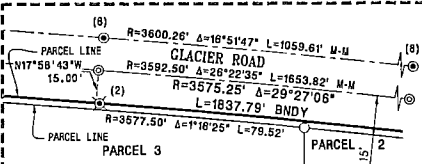
SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTH LATHROP COMMERCE CENTER
A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF LATHROP

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
51426 FRANKLIN DR. PLEASANTON, CA 94588 (925)225-0600
AUGUST 2018



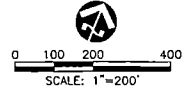
BASIS OF BEARINGS:
BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPCN IDENTIFICATION STATION D-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44", E 6,321,454.35") AND THE FOUND 3" BRASS DISC AT THE USCGS TRANGULATION STATION "MATHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83", E 6,333,795.19"). DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.



- LEGEND**
- DISTINCTIVE BORDER LINE
 - - - SECTION LINE
 - - - LOT LINE/PARCEL LINE
 - - - EXISTING PROPERTY LINE/RIGHT OF WAY LINE
 - - - EASEMENT LINE
 - - - EXISTING EASEMENT LINE
 - - - MONUMENT LINE
 - - - VEHICULAR NON-ACCESS
 - - - DETAIL LINE
 - - - FOUND " " MONUMENT OR AS NOTED
 - - - SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BOX PER CITY STANDARD
 - - - FOUND SECTION QUARTER CORNER
 - - - FOUND MONUMENT AS NOTED
 - - - SET 3/4" IRON PIPE STAMPED LS 8817
 - - - FOUND HIGHWAY MONUMENT AS NOTED
 - - - ANGLE POINT
 - - - BOUNDARY
 - - - IRON PIPE
 - - - CENTER LINE
 - - - DOCUMENT NUMBER
 - - - FOUND
 - - - MONUMENT
 - - - MONUMENT LINE
 - - - PROPERTY LINE
 - - - SEARCHED NOTHING FOUND
 - - - PUBLIC ACCESS EASEMENT
 - - - PACIFIC GAS AND ELECTRIC
 - - - PUBLIC UTILITY EASEMENT
 - - - STORM DRAIN EASEMENT
 - - - SIDEWALK EASEMENT
 - - - WATER LINE EASEMENT
 - - - RADIAL BEARING
 - - - TOTAL
 - - - DISTANCE TO THE LINE
- BOUNDARY SYMBOLS:
IP IRON PIPE
CL CENTER LINE
DN DOCUMENT NUMBER
FD FOUND
M MONUMENT
ML MONUMENT LINE
PL PROPERTY LINE
SFW SEARCHED NOTHING FOUND
PAE PUBLIC ACCESS EASEMENT
PC&E PACIFIC GAS AND ELECTRIC
PUE PUBLIC UTILITY EASEMENT
SDE STORM DRAIN EASEMENT
SWE SIDEWALK EASEMENT
WLE WATER LINE EASEMENT
(R) RADIAL BEARING
(T) TOTAL
() DISTANCE TO THE LINE
- SHEET NUMBER: 4

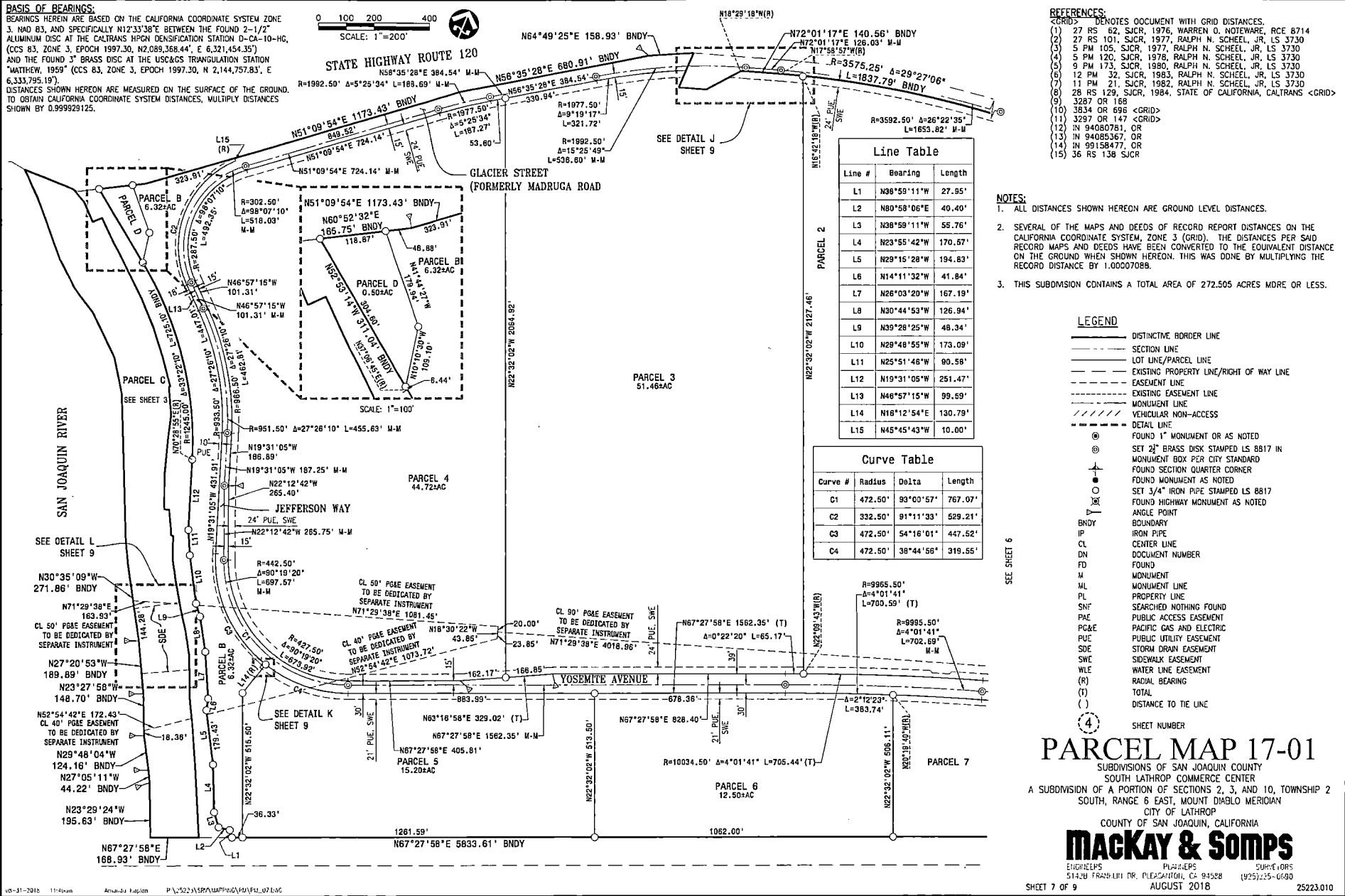
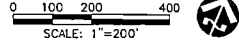
- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 62, SJCR, 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, SJCR, 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, SJCR, 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, SJCR, 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, SJCR, 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, SJCR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 188
 - (10) 3834 OR 696 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94085367, OR
 - (14) IN 89158477, OR
 - (15) 36 RS 138 SJCR

- NOTES:**
1. ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
 2. SEVERAL OF THE MAPS AND DEEDS OF RECORD REPORT DISTANCES ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 (GRID). THE DISTANCES PER SAID RECORD MAPS AND DEEDS HAVE BEEN CONVERTED TO THE EQUIVALENT DISTANCE ON THE GROUND WHEN SHOWN HEREON. THIS WAS DONE BY MULTIPLYING THE RECORD DISTANCE BY 1.00007088.



BASIS OF BEARINGS:

BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, MAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS MONUMENT STATION D-CA-10-HO, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE US&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,333,795.19'). DISTANCES HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.



Line #	Bearing	Length
L1	N38°58'11"W	27.95'
L2	N80°58'06"E	40.40'
L3	N38°58'11"W	55.76'
L4	N23°55'42"W	170.57'
L5	N29°15'28"W	194.83'
L6	N14°11'32"W	41.84'
L7	N26°03'20"W	167.19'
L8	N30°44'53"W	126.94'
L9	N39°28'25"W	48.34'
L10	N28°48'55"W	173.09'
L11	N25°51'48"W	90.58'
L12	N19°31'05"W	251.47'
L13	N46°57'15"W	99.59'
L14	N16°12'54"E	130.79'
L15	N45°45'43"W	10.00'

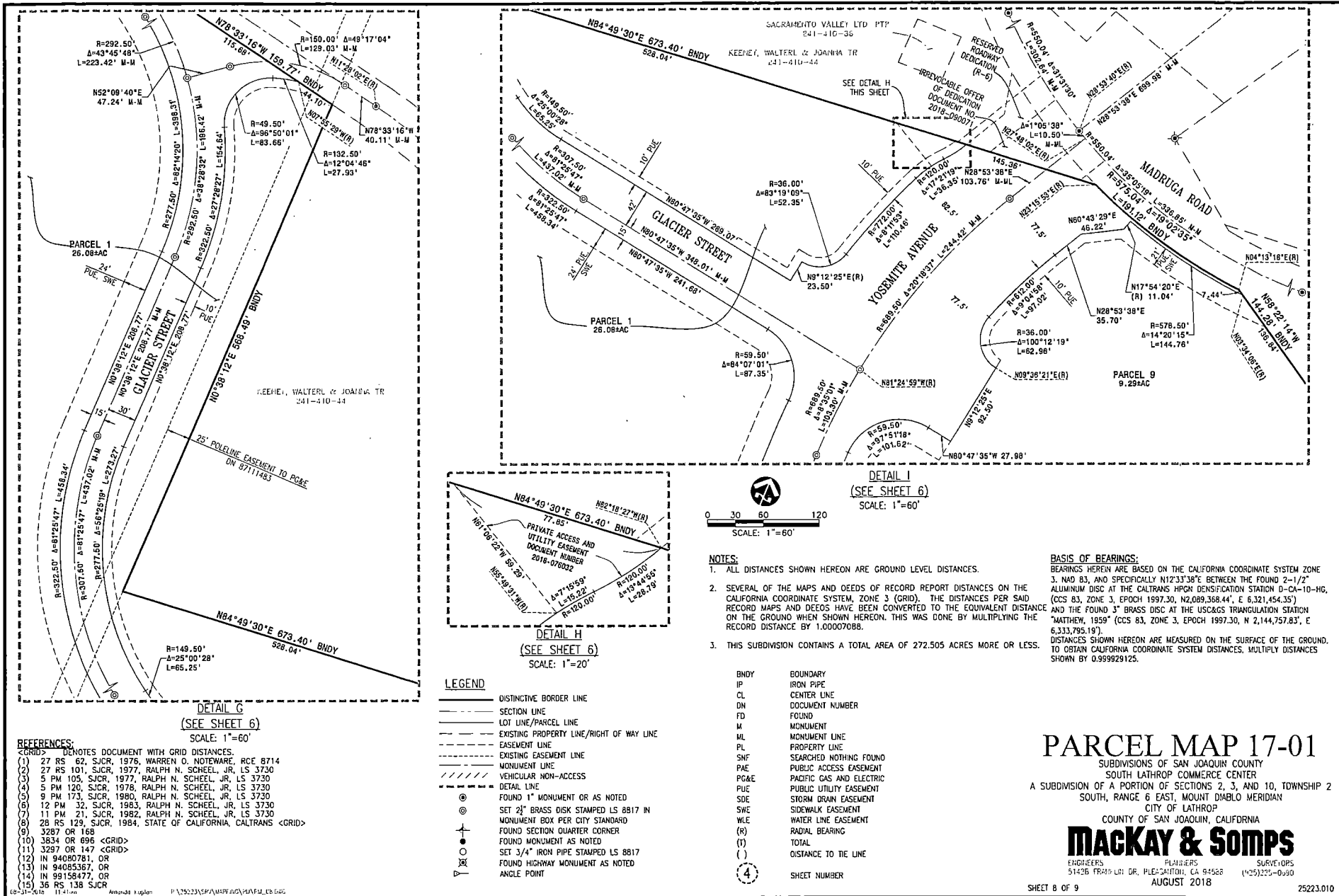
Curve #	Radius	Delta	Length
C1	472.50'	93°00'57"	767.07'
C2	332.50'	91°11'33"	529.21'
C3	472.50'	54°16'01"	447.52'
C4	472.50'	38°44'58"	319.55'

- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 62, SJCR, 1976, WARREN O. NOTEWARE, RCE 8714
 - (2) 27 RS 101, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, SJCR, 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, SJCR, 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, SJCR, 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, SJCR, 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, SJCR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 696 <GRID>
 - (11) 3287 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94085367, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 SJCR

- NOTES:**
- ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
 - SEVERAL OF THE MAPS AND DEEDS OF RECORD REPORT DISTANCES ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 (GRID). THE DISTANCES PER SAID RECORD MAPS AND DEEDS HAVE BEEN CONVERTED TO THE EQUIVALENT DISTANCE ON THE GROUND WHEN SHOWN HEREON. THIS WAS DONE BY MULTIPLYING THE RECORD DISTANCE BY 1.00007088.
 - THIS SUBDIVISION CONTAINS A TOTAL AREA OF 272.505 ACRES MORE OR LESS.

- LEGEND**
- DISTINCTIVE BORDER LINE
 - - - SECTION LINE
 - - - LOT LINE/PARCEL LINE
 - - - EXISTING PROPERTY LINE/RIGHT OF WAY LINE
 - - - EASEMENT LINE
 - - - EXISTING EASEMENT LINE
 - - - MONUMENT LINE
 - VEHICULAR NON-ACCESS
 - - - DETAIL LINE
 - ⊙ FOUND 1" MONUMENT OR AS NOTED
 - ⊙ SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BOX PER CITY STANDARD
 - ⊙ FOUND SECTION QUARTER CORNER
 - ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET 3/4" IRON PIPE STAMPED LS 8817
 - ⊙ FOUND HIGHWAY MONUMENT AS NOTED
 - ∠ ANGLE POINT
 - BOUNDARY
 - IP IRON PIPE
 - CL CENTER LINE
 - DN DOCUMENT NUMBER
 - FD FOUND
 - M MONUMENT
 - HL MONUMENT LINE
 - PL PROPERTY LINE
 - SNT SEARCHED NOTHING FOUND
 - PAE PUBLIC ACCESS EASEMENT
 - PG&E PACIFIC GAS AND ELECTRIC
 - PUC PUBLIC UTILITY EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SWE SIDEWALK EASEMENT
 - WLE WATER LINE EASEMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - () DISTANCE TO THE LINE
 - ④ SHEET NUMBER

PARCEL MAP 17-01
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 SOUTH LATHROP COMMERCE CENTER
 A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
 SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN, CALIFORNIA
MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 514-B FRANKLIN DR. PLEASANTON, CA 94588 (925) 25-0680
 SHEET 7 OF 9 AUGUST 2018 25223.010

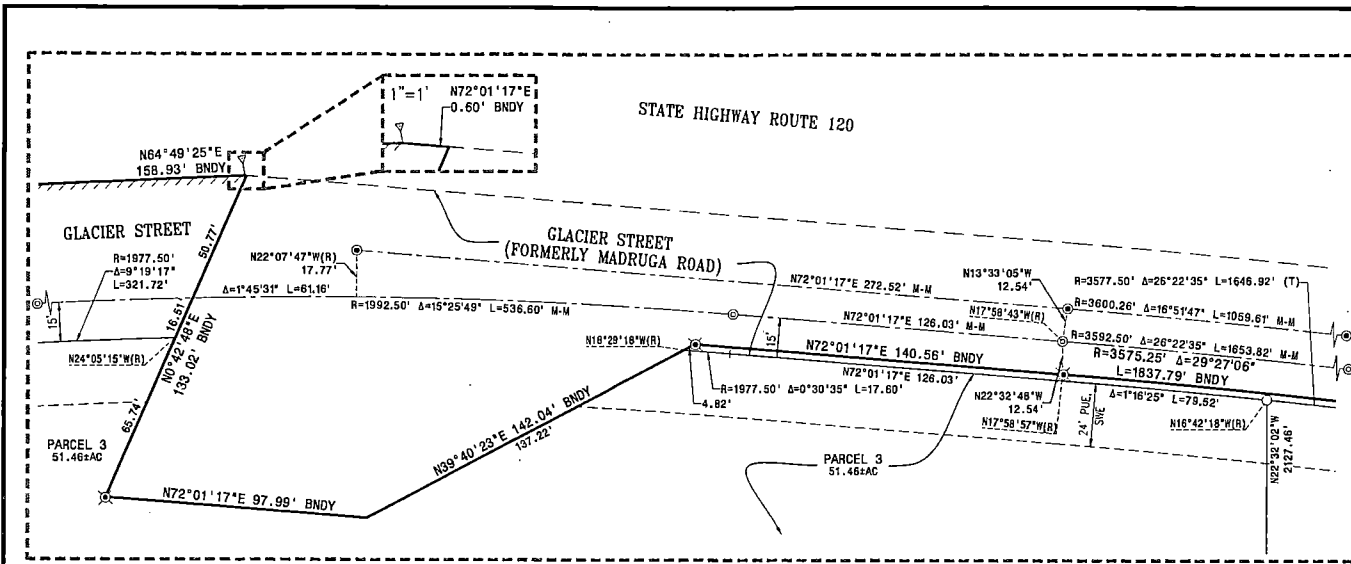


- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 62, S.J.C.R. 1976, WARREN O. NOTEWARE, RCE 8714
 - (2) 27 RS 101, S.J.C.R. 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, S.J.C.R. 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, S.J.C.R. 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, S.J.C.R. 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, S.J.C.R. 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, S.J.C.R. 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, S.J.C.R. 1984, STATE OF CALIFORNIA CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 696 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94085387, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 S.J.C.R.

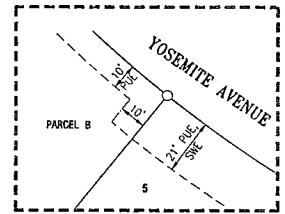
PARCEL MAP 17-01
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 SOUTH LATHROP COMMERCE CENTER
 A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
 SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN, CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 51426 FRANKLIN DR. PLEASANTON, CA 94568 (925)225-0690

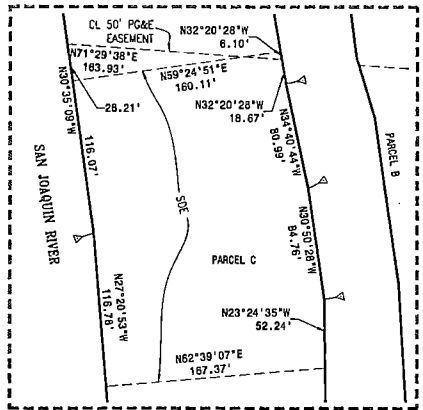
SHEET 8 OF 9 AUGUST 2018 25223.010



DETAIL J
(SEE SHEET 7)
1"=30'



DETAIL K
(SEE SHEET 7)
1"=30'



DETAIL L
(SEE SHEET 7)
1"=60'

REFERENCES:

- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
- (1) 27 RS 52, SJCR, 1976, WARREN D. NOTEWARE, RCE 8714
- (2) 27 RS 101, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
- (3) 5 PM 105, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
- (4) 5 PM 120, SJCR, 1978, RALPH N. SCHEEL, JR, LS 3730
- (5) 9 PM 173, SJCR, 1980, RALPH N. SCHEEL, JR, LS 3730
- (6) 12 PM 32, SJCR, 1983, RALPH N. SCHEEL, JR, LS 3730
- (7) 11 PM 21, SJCR, 1982, RALPH N. SCHEEL, JR, LS 3730
- (8) 28 RS 129, SJCR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
- (9) 3287 OR 168
- (10) 3834 OR 696 <GRID>
- (11) 3297 OR 147 <GRID>
- (12) IN 94080781, OR
- (13) IN 94085367, OR
- (14) IN 99158477, OR
- (15) 36 RS 138 SJCR

BASIS OF BEARINGS:

BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, MAD 83, AND SPECIFICALLY N13°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPGN DENSIFICATION STATION 0-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE USC&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,333,795.19'). DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.

LEGEND

- DISTINCTIVE BORDER LINE
- - - SECTION LINE
- - - LOT LINE/PARCEL LINE
- - - EXISTING PROPERTY LINE/RIGHT OF WAY LINE
- - - EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - MONUMENT LINE
- ////// VEHICULAR NON-ACCESS
- - - DETAIL LINE
- ⊙ FOUND 1" MONUMENT OR AS NOTED
- ⊙ SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BOX PER CITY STANDARD
- ⊙ FOUND SECTION QUARTER CORNER
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET 3/4" IRON PIPE STAMPED LS 8817
- ⊙ FOUND HIGHWAY MONUMENT AS NOTED
- ∠ ANGLE POINT
- △ BOUNDARY
- IP IRON PIPE
- CL CENTER LINE
- DN DOCUMENT NUMBER
- FD FOUND
- M MONUMENT
- ML MONUMENT LINE
- PL PROPERTY LINE
- SNF SEARCHED NOTHING FOUND
- PAC PUBLIC ACCESS EASEMENT
- PG&E PACIFIC GAS AND ELECTRIC
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- () DISTANCE TO THE LINE
- ④ SHEET NUMBER

PARCEL MAP 17-01

SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTH LATHROP COMMERCE CENTER
A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF LATHROP
COUNTY OF SAN JOAQUIN, CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR. PLEASANTON, CA 94588 (925)225-0690
SHEET 9 OF 9 AUGUST 2018 25223.010

- NOTES:**
1. ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
 2. SEVERAL OF THE MAPS AND DEEDS OF RECORD REPORT DISTANCES ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3 (GRID). THE DISTANCES PER SAID RECORD MAPS AND DEEDS HAVE BEEN CONVERTED TO THE EQUIVALENT DISTANCE ON THE GROUND WHEN SHOWN HEREON. THIS WAS DONE BY MULTIPLYING THE RECORD DISTANCE BY 1.00007088.
 3. THIS SUBDIVISION CONTAINS A TOTAL AREA OF 272.505 ACRES MORE OR LESS.

CITY OF LATHROP
SUBDIVISION IMPROVEMENT AGREEMENT
SOUTH LATHROP SPECIFIC PLAN – SOUTH LATHROP COMMERCE CENTER
PARCEL MAP 17-01

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this tenth (10th) day of September, 2018 (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and South Lathrop Land, LLC, a Delaware limited liability company (“*SUBDIVIDER*”).

RECITALS

A. On or about April 18, 2016, the City Council approved Vesting Tentative Parcel Map No. 15-94 pursuant to Resolution No. 16-4059 (“*VTPM*”) for the South Lathrop Commerce Center (“*SLCC*” or “*Project Site*”). Parcel Map 17-01, containing nine (9) commercial/industrial lots, was approved by CITY on September 10, 2018 (“*Parcel Map*”) and is in substantial compliance with the VTPM. The Parcel Map is attached hereto as Exhibit A to this Agreement and hereby incorporated herein by this reference.

B. SUBDIVIDER is the record owner of all nine (9) lots shown on the Parcel Map, and therefore is responsible for compliance with all conditions of approval attached to the VTPM, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge that SUBDIVIDER’s construction obligations set forth herein are subject to fee credits and/or reimbursement to the extent CITY and/or third party property owners benefit from SUBDIVIDER’s construction of the Improvements, as will be more fully set forth in a *South Lathrop Regional Outfall Structure Reimbursement Agreement* as well a Public Infrastructure Reimbursement Agreement (I believe this is the term used in the Resolution and so thought would

be consistent) certain (collectively, “*Reimbursement Agreements*”).

C. At its _____, 2018 meeting, the City Council accepted a Dedication for Extension of Yosemite Avenue, Glacier Street and Jefferson Way pursuant to Resolution 18-____.

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 certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the VTPM (collectively, “*COAs*”) and as identified in the Parcel Map and this Agreement. For purposes of this Agreement, the term “*Improvements*” shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Parcel Map, and which are specifically shown on the City-approved improvement plans for on-site and off-site backbone infrastructure improvements that are identified and/or referenced in attached Exhibit B-1 (collectively, “*Improvement Plans*”). Any portion(s) of said Improvements not completed and accepted by CITY as of December 31, 2020 (subject to any extension(s) granted hereunder) shall be governed by the performance bonding requirements of this Agreement. For purposes of this Agreement, “*substantially complete*” shall mean that the Improvement(s) at issue may be used for their intended purpose(s). To ensure construction of the Improvements as contemplated herein occur, SUBDIVIDER shall be required to post acceptable bond(s) and/or other acceptable letter(s) of credit or guarantee in the amount(s) specified herein, as detailed more fully in attached Exhibit C (collectively, “*Security*”). In providing said Security, SUBDIVIDER shall be permitted to post separate bond(s) for each Improvement category, as specified in Exhibit C.

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Parcel Map on September 10, 2018 and subsequent recordation; and (2) approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER has provided design calculations to demonstrate that there is adequate storm water storage volume within the backbone Improvements to allow for the development of the first (1st) building on the Project Site without the need for the Regional Outfall Structure (ROS). Therefore, the first (1st) building permit for the Project Site may be approved prior to receiving final permits for the ROS. However, any building permits beyond the first (1st) one for the Project Site shall require SUBDIVIDER to confirm adequate storm water storage, by providing CITY with reasonable documentation regarding same, prior to the issuance of a building permit.

2. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements for the nine (9) lots within the Parcel Map in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act. For purposes of this Agreement, the parties acknowledge and agree that the following Improvements have already been substantially completed by SUBDIVIDER pursuant to the terms herein: All of the Completed Infrastructure Improvements indicated on attached Exhibit B-2.

3. SUBDIVIDER shall complete and City shall have accepted all Improvements by December 31, 2020, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

4. CITY hereby acknowledges and agrees that the storm drainage facilities that are identified as a component of the Improvements shall be designed to accommodate a 100-year, 24-hour storm event rather than a 100-year, 48-hour storm event.

5. CITY acknowledges and agrees that SUBDIVIDER has designed, purchased the materials, and installed the casing underneath the SR-120 freeway and UPRR operating tracks in order to install a forty-four inch (44") pipe in accordance with the Improvement Plans that were approved by the City. Said pipe has also been accepted by Caltrans and the UPRR, and the parties acknowledge and agree that no further action with respect to said pipe is required on behalf of SUBDIVIDER. The parties acknowledge and agree that SUBDIVIDER has completed the installation of the pipe and is one of the Completed Infrastructure Improvements contained in Exhibit B-2 there are the following Improvements located inside of said pipe:

- a. One twelve-inch (12") water pipe for potable water in order to provide potable water service to the Project Site;
- b. One two-inch (2") conduit to be used by CITY for connection of its fiber optic monitoring equipment for monitoring the storm station and the drain pump sanitary sewer pump station;
- c. One twelve-inch (12") water pipe ("*Auxiliary* Pipe"), with sufficient capacity of the Auxiliary Pipe being reserved and allocated to SUBDIVIDER to pump

dewatering from the Project Site to the Crossroads detention basin (in accordance with separate authorization from CITY).

6. The parties acknowledge and agree that there currently is a private agricultural water well located at the Project Site, which is currently being utilized by SUBDIVIDER for the control of dust and other construction purposes on the Project Site. The parties further acknowledge and agree that SUBDIVIDER is conveying said well site and any and all groundwater rights associated therewith to CITY via the Parcel Map; provided, however, said conveyance shall be subject to SUBDIVIDER's right to continue to have the exclusive use (at no additional cost to SUBDIVIDER) of said well for construction purposes until such time as construction of the Improvements have been substantially completed and/or said well has been removed by SUBDIVIDER, as may be required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department.

7. With respect to Section 7.04.6.4 of the Development Agreement, CITY acknowledges and agrees that because wireless installations would compromise and otherwise undermine the visual integrity of the building design and appearance, CITY shall not seek to install any such facilities and/or related equipment on any buildings within the Project Site.

8. CITY, or its agent(s), shall, at any time during the construction of the Improvements, have reasonable access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvement(s) or any portion thereof are not substantially completed in compliance with the standards set forth in Paragraph 2 above, CITY may refuse to accept the Improvements and/or materials therein until the same are substantially complete and confirmed to have been constructed in accordance with the requirements set forth in Paragraph 2 above.

9. 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 a good and workmanlike manner.

10. CITY'S acceptance of the Improvement(s) does not operate as a release of SUBDIVIDER from any guarantee hereunder that expressly survives said acceptance.

11. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 2 above, free from any known defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair the Improvements in good condition and in accordance with CITY's applicable specifications for one (1) year after CITY'S acceptance of the Improvements.

12. Prior to acceptance of each category of Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount specified in attached Exhibit C for the relevant category of Improvements at issue, with this amount being equal to approximately ten percent (10%) of the estimated cost of the Improvements. The Warranty Bond for each category of Improvements shall be in place for a period of one (1) year after CITY's acceptance of the Improvements. The total amount of said Security is set forth in attached Exhibit C, to ensure SUBDIVIDER'S repair of the Improvements in accordance with the terms of this Agreement. The Warranty Bond for each category of Improvements shall be released at the end of the one (1) year guarantee period for that category of Improvements so secured, provided there are no claims against it then outstanding.

13. Because some of the Improvements are required to provide access and necessary utilities to the Project Site, City shall have the right to withhold the issuance of certificate(s) of occupancy for any structure(s) that is intended to be occupied within the Project until the Improvements are substantially complete and accepted, except in the case of any one of the

following:

(a) unreasonable delay(s) on behalf of CITY in its acceptance of same, defined to mean a delay that lasts for more than three (3) months after the below-identified Improvements are substantially complete; or

(b) unreasonable delay(s) caused by Force Majeure.

Notwithstanding anything to the contrary in the foregoing, if any event listed in subsections (a) or (b) above, CITY unreasonably delays its acceptance of all or any portion of the above-referenced Improvement(s) such that acceptance does not occur within three (3) months of when the Improvement(s) are substantially complete, then CITY shall not be permitted to withhold building certificate(s) of occupancy and instead CITY shall issue said certificate(s) of occupancy upon SUBDIVIDER's formal submittal for an application for same. By the execution and recordation of this Agreement in the Official Records of San Joaquin County, SUBDIVIDER and any subsequent purchaser of the lot(s) within the Parcel Map are deemed to have accepted the foregoing limitation on issuance of certificate(s) of occupancy for structures intended to be occupied within the boundaries of the Parcel Map.

14. If, after receipt of written notice from CITY that SUBDIVIDER: (a) has failed to substantially complete construction of the Improvements within the time specified in this Agreement (subject to any extension(s) provided for hereunder), and SUBDIVIDER does not cure said failure within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced within that 90-day period and diligently prosecuted thereafter), or (b) has failed to repair, replace or reconstruct any defects, as set forth in Paragraph 11 above and fails to cure same within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced during this 90-day period and diligently prosecuted thereafter) after receipt of written notice from CITY re same, CITY may, but is not required to, proceed to complete and/or

repair, replace, or reconstruct the outstanding Improvement(s), either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any Security deposited as required herein as is necessary to cover the actual costs of completion, repair, replacement, and/or reconstruction of said outstanding Improvements incurred by CITY (as well as administrative costs as specified below). Once action is taken by CITY to complete, repair, replace and/or reconstruct all or any portion of the Improvement(s), SUBDIVIDER shall be responsible for all actual costs incurred by CITY in connection therewith up to the amount of the Security provided for hereunder, even if SUBDIVIDER subsequently substantially completes the construction of (or the repair, replacement and/or reconstruction, if applicable) the Improvements. CITY's recourse against SUBDIVIDER for failure to substantially complete (or the repair, replacement and/or reconstruction, if applicable) the Improvements shall be limited to the Security (i.e., any letter of guarantee, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) provided for under this Agreement. The parties acknowledge and agree that any and all administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, actually incurred by CITY, in addition to the actual costs of the Improvements that CITY is required to complete, repair, replace and/or reconstruct shall be a proper charge against the Security provided for hereunder. If it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such Improvement(s), SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith if and to the extent CITY prevails in such action.

15. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed

in Exhibit C.

a. *For Performance:* Security in the aggregate total amount of Twenty-Seven Million, Three Hundred Thirty-Eight Thousand, Eight Hundred Eighty-Eight Dollars and Fifty Cents (\$27,338,888.50), representing one hundred percent (100%) of the City Engineer's approved estimated cost (estimated cost to include a 10% contingency) to complete construction of all of the identified categories of Improvements, as detailed in Exhibit C. The parties agree that SUBDIVIDER may provide a separate Performance Bond for each category of Improvements identified in Exhibit C.

Each such Performance Bond for each category of Improvements shall be exonerated and released upon acceptance by CITY of the relevant category of the Improvements so secured and upon SUBDIVIDER providing a Warranty Bond for the relevant category of Improvements to CITY as required by this Agreement, as further detailed in Exhibit C.

b. *For Labor and Material:* Security in the aggregate total amount of Thirteen Million, Six Hundred Sixty-Nine Thousand, Four Hundred Forty-Four Dollars and Twenty-Five Cents (\$13,669,444.25), representing fifty percent (50%) of the Performance Bond amount, as further detailed in Exhibit C. The parties agree that SUBDIVIDER may provide a separate Labor and Materials Bond for each category of Improvements identified in Exhibit C. Each such Labor and Materials Bond for each category of Improvements shall be exonerated and released upon acceptance by CITY of the relevant category of the Improvements so secured and upon SUBDIVIDER providing a Warranty Bond for the relevant category of Improvements to CITY as required by this Agreement, as further detailed in Exhibit C.

16. SUBDIVIDER shall comply with CITY'S insurance requirements set forth on Exhibit D, attached hereto and incorporated herein.

17. In connection with SUBDIVIDER's obligation to obtain the Security hereunder,

SUBDIVIDER shall ensure (as documented by provision(s) in the Security instrument(s) that are consistent with this Paragraph 17) that each such surety (a) shall not be exonerated or otherwise released from liability under the applicable Security instrument(s) as a result of changes to the Improvement Plans and/or this Agreement that are approved by SUBDIVIDER and CITY, and (b) shall consent to any such changes to the Improvement Plans and/or this Agreement and waive the provisions of California Civil Code section 2819.

18. 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.

19. 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.

20. 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 arises from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER'S 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 of any type that maybe brought or instituted against CITY and Indemnitees 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, except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 20 are 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 20, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

21. 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.

22. 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. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding CITY fees and charges have been paid, and the City Council has accepted the Improvements as complete.

23. SUBDIVIDER shall pay applicable service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year in which CITY accepts

same, 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.

24. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied. 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 shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assumption and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or under common Control of SUBDIVIDER. The term "*Control*" as used herein, shall mean the power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

25. SUBDIVIDER shall, at its expense, require all contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER (and its General Contractor/subcontractors to the extent required under applicable law) shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all applicable local, state and federal

laws whether or not said laws are expressly stated in this Agreement.

26. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

27. Notices. For purposes of this Agreement, “*notice*” means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to City: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Stephen J. Salvatore, City Manger
Email: ssalvatore@ci.lathrop.ca.us

With a copy: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: snavarrete@ci.lathrop.ca.us

If to SUBDIVIDER: South Lathrop Land, LLC
527 W 7th Street, Suite 308
Los Angeles, CA 90014
Attn: Philip J. Prassas
Email: pprassas@chindustrial.com

With a concurrent copy to: Nadia Costa
Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
Email: nadia.costa@msrlegal.com

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be

deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 27.

28. 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. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: PARCEL MAP No. 17-01

EXHIBIT B1: LIST OF APPLICABLE PLANS AND SPECIFICATIONS
FOR IDENTIFIED IMPROVEMENTS

EXHIBIT B2: LIST OF COMPLETED INFRASTRUCTURE
IMPROVEMENTS

EXHIBIT C: AMOUNT OF REQUIRED SECURITY

EXHIBIT D: CITY INSURANCE REQUIREMENTS

d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a "*Force Majeure Delay*"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60)

days of the commencement of the cause.

e. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

f. Incorporation of Documents. All documents 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of September 2018, at Lathrop, California.

CITY OF LATHROP,
A California municipal corporation of the
State of California

By: _____
Stephen J. Salvatore
City Manager

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

By: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM

By: _____
Salvador Navarrete
City Attorney

SUBDIVIDER

South Lathrop Land, L.L.C.,
a Delaware limited liability company

By: CHI West 109 South Lathrop Land, L.P.,
a Delaware limited partnership,
its managing member

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

EXHIBIT A

PARCEL MAP NO 17-01

EXHIBIT B-1

LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS

SHEET NO.	SHEET NAME	DATE	PREPARED BY
TRAFFIC SIGNING AND STRIPING IMPROVEMENT PLANS			
S-1	COVER, GENERAL NOTES, & LEGEND	9/4/2018	FEHR & PEERS
S-2	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-3	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-4	SIGNING & STRIPING PLAN YOSEMITE AVENUE	9/4/2018	FEHR & PEERS
S-5	SIGNING & STRIPING PLAN JEFFERSON WAY	9/4/2018	FEHR & PEERS
S-6	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
S-7	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
S-8	SIGNING & STRIPING PLAN GLACIER STREET	9/4/2018	FEHR & PEERS
TRAFFIC SIGNAL IMPROVEMENT PLANS			
E-1	COVER, GENERAL NOTES, & LEGEND	8/27/2018	FEHR & PEERS
E-2	TRAFFIC SIGNAL PLAN YOSEMITE AVE AND GLACIER ST	8/27/2018	FEHR & PEERS
E-3	TRAFFIC SIGNAL PLAN YOSEMITE AVE AND GLACIER ST	8/27/2018	FEHR & PEERS
EXHIBIT C	LIGHTING ANALYSIS	8/27/2018	FEHR & PEERS
PAGES 1-8	IMPROVEMENT SPECIFICATIONS FOR SLCC YOSEMITE/GLACIER	8/1/2018	FEHR & PEERS
SEWER PUMP STATION GENERAL			
G10	TITLE SHEET	9/5/2018	PAGE
G20	GENERAL NOTES	9/5/2018	PAGE
G30	LEGEND & ABBREVIATIONS LIST	9/5/2018	PAGE
SEWER PUMP STATION CIVIL			
C10	SITE PLAN	9/5/2018	PAGE
C20	YARD PIPING & GRADING PLAN	9/5/2018	PAGE
C30	CIVIL DETAILS	9/5/2018	PAGE
C31	CIVIL DETAILS	9/5/2018	PAGE
SEWER PUMP STATION MECHANICAL			
M00	EQUIPMENT LIST	9/5/2018	PAGE
M10	PUMP STATION MECHANICAL PLAN	9/5/2018	PAGE
M11	PUMP STATION MECHANICAL SECTIONS	9/5/2018	PAGE
M20	CHEMICAL AND ELECTRICAL EQUIPMENT PLAN	9/5/2018	PAGE
M30	MECHANICAL DETAILS	9/5/2018	PAGE
M31	MECHANICAL DETAILS	9/5/2018	PAGE
SEWER PUMP STATION ELECTRICAL			
E1.0	ELECTRICAL LEGEND AND ABBREVIATION LIST	9/5/2018	PAGE
E2.0	ONE LINE DIAGRAM, MSLS AND PANEL SCHEDULE	9/5/2018	PAGE
E2.1	ELEMENTARY CONTROL DIAGRAM	9/5/2018	PAGE
E2.2	EXHAUST FAN 1 & 2 ELEMENTARY CONTROL DIAGRAM	9/5/2018	PAGE
E3.0	ELECTRICAL PLAN	9/5/2018	PAGE
E4.0	POWER AND CONTROL CONDUIT AND WIRE SCHEDULE	9/5/2018	PAGE
E5.0	LIGHTING AND RECEPTACLE PLAN	9/5/2018	PAGE
E6.0	GROUNDING PLAN	9/5/2018	PAGE
E7.0	ELECTRICAL DETAILS	9/5/2018	PAGE
E7.1	ELECTRICAL DETAILS	9/5/2018	PAGE
E8.0	PLC INPUTS (PUMPS 1, 2, AND 3)	9/5/2018	PAGE
E8.1	PLC INPUTS (PUMPS 1, 2, 3, CHEMICAL)	9/5/2018	PAGE
E8.2	PLC INPUTS (PUMPS 1, 2, AND 3)	9/5/2018	PAGE
E8.3	PLC INPUTS (PUMPS 1, 2 AND 3)	9/5/2018	PAGE
E8.4	PLC INPUTS (LEVEL SW)	9/5/2018	PAGE
E8.5	PLC INPUTS (LEVEL SW AND FLOW)	9/5/2018	PAGE
E8.6	PLC INPUTS (PUMPS 1, 2, AND CHEMICAL)	9/5/2018	PAGE
E8.7	PLC INPUTS (CHEMICAL PUMP)	9/5/2018	PAGE
E8.8	PLC INPUTS (UPS)	9/5/2018	PAGE
E8.9	PLC INPUTS (GENERATOR)	9/5/2018	PAGE

SEWER PUMP STATION P&ID			
I1.0	P&ID LEGENDS AND SYMBOLS	9/5/2018	PAGE
I1.1	SEWER LIFT STATION WET WELL	9/5/2018	PAGE
I1.2	OXIDIZER	9/5/2018	PAGE
I1.3	PUMP STATION GENERATOR AND SERVICE ENTRANCE	9/5/2018	PAGE
STORM WATER PUMP STATION GENERAL			
G1.0	TITLE SHEET	9/5/2018	PAGE
G2.0	GENERAL NOTES	9/5/2018	PAGE
G3.0	LEGEND & ABBREVIATIONS LIST	9/5/2018	PAGE
STORM WATER PUMP STATION CIVIL			
C1.0	SITE PLAN	9/5/2018	PAGE
C1.1	PLAN & PROFILES	9/5/2018	PAGE
C2.0	CIVIL DETAILS	9/5/2018	PAGE
C2.1	CIVIL DETAILS	9/5/2018	PAGE
STORM WATER STATION PUMP MECHANICAL			
M1.0	MECHANICAL PLAN ABOVE	9/5/2018	PAGE
M1.1	MECHANICAL PLAN BELOW	9/5/2018	PAGE
M1.2	MECHANICAL SECTIONS	9/5/2018	PAGE
M1.3	MECHANICAL SECTIONS	9/5/2018	PAGE
M1.4	MECHANICAL SECTIONS	9/5/2018	PAGE
M1.5	MECHANICAL SECTIONS	9/5/2018	PAGE
M2.0	MECHANICAL DETAILS	9/5/2018	PAGE
M2.1	MECHANICAL DETAILS	9/5/2018	PAGE
M2.2	MECHANICAL DETAILS	9/5/2018	PAGE
M2.3	PNEUMATIC ACTUATOR LAYOUT SCHEMATIC	9/5/2018	PAGE
STORM WATER PUMP STATION ELECTRICAL			
E1.0	DRAWING INDEX, SYMBOLS, LEGEND AND NOTES	9/5/2018	PAGE
E2.0	ONE LINE DIAGRAM	9/5/2018	PAGE
E2.1	MAIN SWITCHBOARD ELEVATION AND LOAD PANEL SCHEDULES	9/5/2018	PAGE
E2.2	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PAGE
E2.3	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PAGE
E2.4	ELEMENTARY CONTROL DIAGRAMS	9/5/2018	PAGE
E2.0	ELECTRICAL PLAN	9/5/2018	PAGE
E4.0	POWER AND CONTROL CONDUIT AND WIRE SCHEDULE	9/5/2018	PAGE
E5.0	LIGHTING AND RECEPTACLE PLAN	9/5/2018	PAGE
E6.0	GROUNDING PLAN	9/5/2018	PAGE
E7.0	ELECTRICAL DETAILS	9/5/2018	PAGE
E7.1	ELECTRICAL DETAILS	9/5/2018	PAGE
E8.0	TITLE 24 FORMS 1	9/5/2018	PAGE
E8.1	TITLE 24 FORMS 2	9/5/2018	PAGE
STORM WATER PUMP STATION P&ID			
I1.0	P&ID LEGENDS AND SYMBOLS	9/5/2018	PAGE
I1.1	PUMP STATION WET WELL PIPING AND CONTROL	9/5/2018	PAGE
I1.2	PUMP STATION POWER SUPPLY SYSTEM CONTROL	9/5/2018	PAGE
I1.3	WQ BASIN LEVEL AND PUMP STATION ALARM SYSTEM	9/5/2018	PAGE
LAND SCAPE CONSTRUCTION DOCUMENTS			
L0.0	COVER SHEET	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L1.1 - L1.5	IRRIGATION PLANS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.1	IRRIGATION LEGEND	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.2	IRRIGATION NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L2.3 - L2.5	IRRIGATION CALCULATIONS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L3.1 - L3.4	IRRIGATION DETAILS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L4.0	PLANTING SCHEDULES & NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L4.1 - L4.15	PLANTING PLAN	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L5.1	PLANTING DETAILS & NOTES	8/7/2018	RIDGE LANDSCAPE ARCHITECTS
L6.1 - L6.4	SPECIFICATIONS	8/7/2018	RIDGE LANDSCAPE ARCHITECTS

REGIONAL OUTFALL GENERAL			
G1.0	TITLE SHEET AND INDEX	9/6/2018	PACE
REGIONAL OUTFALL CIVIL REVISION 4			
C10	SITE PLAN	9/6/2018	PACE
C20	OUTFALL PLAN & DETAILS	9/6/2018	PACE
C21	CIVIL DETAILS	9/6/2018	PACE
C22	OUTFALL STRUCTURE DETAILS	9/6/2018	PACE
C23	CIVIL DETAILS	9/6/2018	PACE
C24	CIVIL DETAILS	9/6/2018	PACE
PGE GAS CONSTRUCTION DRAWINGS			
G1	PGE GAS CONSTRUCTION DRAWING	12/1/2017	GIACALONE DESIGN SERVICES
G2	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G3	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G4	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G5	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G6	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
G7	JOINT TRENCH INTENT PLAN	12/1/2017	GIACALONE DESIGN SERVICES
DRY UTILITIES			
1 - 7	PRELIMINARY ELECTRIC	8/13/2018	PENNINO MANAGEMENT GROUP
8 - 11	PRELIMINARY GAS	8/13/2018	PENNINO MANAGEMENT GROUP
12 - 15	PRELIMINARY FRONTIER	8/13/2018	PENNINO MANAGEMENT GROUP
STREET LIGHT PLANS			
PM-1	PHOTOMETRIC TITLE SHEET	9/6/2018	RGA DESIGN
PM-2 TO 7	PHOTOMETRIC PLAN	9/6/2018	RGA DESIGN
STREET LIGHT PLANS REV 1			
1 - 7	STREET LIGHTS	9/6/2018	PENNINO MANAGEMENT GROUP
ONSITE & OFF SITE BACKBONE INFRASTRUCTURE AND ROUGH GRADE PLAN			
1	SIGNATURE SHEET	September 2018	MACKAY & SOMPS
2	SURVEYORS STATEMENT	September 2018	MACKAY & SOMPS
3	BOUNDARY AND SHEET INDEX	September 2018	MACKAY & SOMPS
4	MADRUGA ROAD	September 2018	MACKAY & SOMPS
5	EXISTING EASEMENTS	September 2018	MACKAY & SOMPS
6 THRU 9	PARCEL MAP	September 2018	MACKAY & SOMPS
CIVIL - BACKBONE IMPROVEMENT PLANS			
C1	COVER SHEET	9/7/2018	MACKAY & SOMPS
C2	GENERAL NOTES	9/7/2018	MACKAY & SOMPS
C3	STREET SECTIONS & DETAILS	9/7/2018	MACKAY & SOMPS
C4A THRU C4D	UTILITY PLAN & SHEET INDEX	9/7/2018	MACKAY & SOMPS
C5	SOUTH EVA / SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C6 THRU C8	SOUTHSIDE ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9	SOUTHSIDE ROAD / STORM DRAIN TO BASIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C9A THRU C9B	STORM DRAIN BASIN	9/7/2018	MACKAY & SOMPS
C10	STORM DRAIN PIPE TO PUMP STATION	9/7/2018	MACKAY & SOMPS
C11	YOSEMITE AVENUE PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C12A	LEEVE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13	PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C13A	LEEVE SEEPAGE DRAIN PIPE PARK / EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C14 THRU C15	NORTH EVA PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C16 THRU C19	MADRUGA ROAD PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C20 THRU C21	WATER MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS
C22 THRU C25	STORM DRAIN FORCE MAIN PLAN & PROFILE	9/7/2018	MACKAY & SOMPS

EXHIBIT B-2

LIST OF COMPLETED INFRASTRUCTURE IMPROVEMENTS

SHEET NO.	SHEET NAME	DATE	PREPARED BY
CIVIL - ROUGH GRADE PLANS			
GP01	COVER SHEET	3/5/2018	MACKAY & SOMPS
GP02	GENERAL NOTES	3/5/2018	MACKAY & SOMPS
GP03	STREET SECTIONS & DETAILS	3/5/2018	MACKAY & SOMPS
GP04	CROSS SECTIONS & SHEET INDEX	3/5/2018	MACKAY & SOMPS
GP05 THRU GP08	ROUGH GRADE PLAN	3/5/2018	MACKAY & SOMPS
GP09	ROUNDAABOUT DETAIL	3/5/2018	MACKAY & SOMPS
GP10	EROSION CONTROL NOTES & DETAILS	3/5/2018	MACKAY & SOMPS
GP11	EROSION CONTROL PLAN	3/5/2018	MACKAY & SOMPS
CIVIL - OFFSITE BACKBONE INFRASTRUCTURE PLANS			
C1	COVER SHEET	3/5/2018	MACKAY & SOMPS
C2	GENERAL NOTES	3/5/2018	MACKAY & SOMPS
C2A	SPECIFICATIONS	3/5/2018	MACKAY & SOMPS
C3	DETAILS	3/5/2018	MACKAY & SOMPS
C3A	SYSTEMS MAP	3/5/2018	MACKAY & SOMPS
C4 THRU C5	HARLAN - MADRUGA UTILITIES	3/5/2018	MACKAY & SOMPS
C6 THRU C9	YOSEMITE AVENUE UTILITIES	3/5/2018	MACKAY & SOMPS
C10 THRU C11	YOSEMITE COURT - LATHROP CTF UTILITIES	3/5/2018	MACKAY & SOMPS

EXHIBIT C

AMOUNT OF SECURITY REQUIRED FOR EACH CATEGORY OF IMPROVEMENTS

ENGINEER'S ESTIMATES AND BOND AMOUNTS September 5, 2018			
Improvements	Engineer's Estimate (EE)	Performance Bond (PB) (10% over EE) ¹	Material & Labor Bond (M&L) (50% of PB)
Offsite Backbone Infrastructure ²	NA	NA	NA
Onsite Backbone Infrastructure	\$17,661,000.00	\$19,427,100.00	\$9,713,550.00
Storm Water Pump Station	\$2,822,200.00	\$3,104,420.00	\$1,552,210.00
Sanitary Sewer Pump Station	\$790,735.00	\$869,808.50	\$434,904.25
South Lathrop Regional Outfall Structure	\$1,300,500.00	\$1,430,550.00	\$715,275.00
Yosemite Ave/Glacier Street Intersection			
Traffic Signal	\$395,600.00	\$435,160.00	\$217,580.00
Traffic Signing & Striping	\$82,500.00	\$90,750.00	\$45,375.00
Street Lights	\$276,500.00	\$304,150.00	\$152,075.00
Linear Park	\$1,000,000.00	\$1,100,000.00	\$550,000.00
Street Landscape	\$524,500.00	\$576,950.00	\$288,475.00
Totals	\$24,853,535.00	\$ 27,338,888.50	\$ 13,669,444.25

Notes

1. Performance amount includes a 10% contingency
2. Offsite Backbone Infrastructure is separately generated via encroachment permit and is complete

EXHIBIT D

SUBDIVIDER shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company 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 One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements. Both parties to the Subdivision Improvement Agreement must be named as additional insured on the policy, unless such policy includes a blank additional insured endorsement. The policy endorsements to be attached to the certificate must:

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form;
- b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss”;
- c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form;
- d. Contain a cross liability or severability of interest clause; and
- e. Be maintained and evidence of insurance must be provided for one (1) year after CITY’s acceptance of the Improvements, so long as commercially available at reasonable rates.

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

DEED OF EASEMENT

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is _____ No Transfer Tax Due - Transfer to Public Entity

() computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: **(X) City of Lathrop**

This indenture made by and between **City of Lathrop**, hereinafter designated as **Grantor**, and **Reclamation District No.17**, a public agency, hereinafter designated as **Grantee**,

WITNESSETH

For good and valuable consideration receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, the following perpetual rights of way and easements over, across and upon the real property described as **Parcel B in Exhibit "A"** which is attached hereto:

(a) To clear, construct, reconstruct, enlarge, repair, operate and maintain levees together with all of the appurtenances thereto, including, but not limited to, all embankments, ditches, appurtenant structures, incidental works to said levee and bank protection works:

(b) To construct, reconstruct, repair, operate, maintain and use access and patrol roads for flood control purposes as may be found necessary by the grantee;

(c) To excavate and remove material therefrom for the construction, reconstruction, repair or maintenance of the aforesaid levee and any appurtenances thereto;

(d) To waste or spoil material thereon as may be found necessary in the construction, reconstruction, repair and maintenance of the aforesaid levee and any appurtenances thereto;

(e) To otherwise utilize the described property as may be found necessary for the construction, reconstruction, repair and maintenance of the works referred to above.

Said rights of way and easements shall include, but not be limited to, the right to operate and maintain the levees and bank protection works in conformity with the regulations of the Secretary of the Army and the Reclamation Board of the State of California (now Central Valley Flood Protection Board).

The rights conferred with this Deed of Agreement are further clarified in the attached Memorandum Agreement of Agreement for Joint Use of Easement included as Exhibit "B"

The consideration being given for the above grant is in full payment for the above conveyed rights in the said real property as well as for any and all other damages, past, present or future which may result to grantor's remaining property by reason of the severance of the said real property from grantors' remaining property and for the use of said area for flood control purposes.

Reserving unto Grantor all riparian, appropriative and other water-related rights appurtenant to the

remainder of its property together with an easement extending ten (10) feet on each side of the centerline of any existing water supply or drainage facilities connecting to the San Joaquin River and if none presently exist then a twenty (20) foot easement for access to the San Joaquin River for water supply and drainage. Said easement to be situated at a location reasonably acceptable to Reclamation District No.17. Any and all installations, construction, modifications, additions and the operation and maintenance thereof shall be in compliance with the regulations and requirements of all government agencies including but not limited to the Central Valley Flood Protection Board (formerly The Reclamation Board), Reclamation District No.17 and the United States Army Corps of Engineers.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

Date: _____

GRANTOR
The City of Lathrop,
a municipal subdivision of the State of California

By: _____
Name: Stephen J. Salvatore
Its: City Manager

EXHIBIT "A"
PARCEL B
IRREVOCABLE OFFER OF DEDICATION

All that certain real property situated in Section 3, Township 2 South, Range 6 East, Mount Diablo Meridian in the City of Lathrop, County of San Joaquin, State of California, and also being Parcel B as shown and so designated on that certain Parcel Map 17-01, filed for record on _____, 2018, in Book _____ of Parcel Maps, at Pages _____, San Joaquin County Records, more particularly described as follows:

BEGINNING at a 1" pin with a 2" washer on the southeasterly right-of-way line of State Highway Route 120, as shown and so designated on said Parcel Map 17-01; thence from the **POINT OF BEGINNING** along said southeasterly right-of-way line of State Highway Route 120, North 51°09'54" East a distance of 323.88 feet; thence leaving said right-of-way line along the easterly boundary lines of said Parcel B for the following eight (8) arcs, courses and distances:

1. South 45°45'43" East a distance of 10.00 feet to the beginning of a non-tangent curve;
2. along the arc of a non-tangent curve to the left an arc length of 529.17 feet, said curve having a radius of 332.48 feet, a central angle of 91°11'33", a chord bearing of South 01°21'29" East, and a chord length of 475.06 feet;
3. South 46°57'15" East a distance of 99.59 feet to a point of curvature;
4. along the arc of a tangent curve to the right an arc length of 446.98 feet, said curve having a radius of 933.43 feet, a central angle of 27°26'10", a chord bearing of South 33°14'10" East, and a chord length of 442.72 feet;
5. South 19°31'05" East a distance of 431.88 feet to a point of curvature;
6. along the arc of a tangent curve to the left an arc length of 447.49 feet, said curve having a radius of 472.47 feet, a central angle of 54°16'01", a chord bearing of South 46°39'06" East, and a chord length of 430.95 feet to a 3/4" iron pipe with cap stamped "LS 8817";
7. South 16°12'54" West a distance of 130.78 feet to a 3/4" iron pipe with cap stamped "LS 8817";
8. South 22°32'02" East a distance of 515.46 feet to a 3/4" iron pipe with cap stamped "LS 8817" on south line of said Parcel B and the north right-of-way line of the Union Pacific Railroad

thence along the south line of Parcel B and the north-right-of-way line of the Union Pacific Railroad, South 67°27'58" West a distance of 36.33 feet to a 3/4" iron pipe with cap stamped "LS 8817"; thence leaving said line and along the westerly boundary lines of said Parcel B at which point each corner is marked with a 3/4" iron pipe with cap stamped "LS 8817" for the following sixteen (16) arcs, courses and distances:

1. North 38°59'11" West a distance of 27.95 feet;
2. South 80°58'06" West a distance of 40.39 feet;
3. North 38°59'11" West a distance of 55.76 feet;
4. North 23°55'42" West a distance of 170.55 feet;
5. North 29°15'28" West a distance of 194.81 feet;
6. North 14°11'32" West a distance of 41.83 feet;

7. North 26°03'20" West a distance of 167.18 feet;
8. North 30°44'53" West a distance of 126.93 feet;
9. North 39°28'25" West a distance of 48.34 feet;
10. North 29°48'55" West a distance of 173.08 feet;
11. North 25°51'46" West a distance of 90.57 feet;
12. North 19°31'05" West a distance of 251.46 feet to a point of curvature;
13. along the arc of a tangent curve to the left an arc length of 725.05 feet, said curve having a radius of 1244.91 feet, a central angle of 33°22'10", a chord bearing of North 36°12'10" West, and a chord length of 714.84 feet;
14. North 52°53'14" West a distance of 6.44 feet;
15. North 10°10'30" West a distance of 109.09 feet;
16. North 41°44'27" West a distance of 179.92 feet to a point on the southeasterly right-of-way line of State Highway Route 120;

thence along said southeasterly right-of-way line of State Highway Route 120, North 60°52'32" East a distance of 46.88 feet to the Point of Beginning

Containing 6.320 acres, more or less.

The bearings and distances shown hereon are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System, Zone 3, 1997.30 Epoch as shown on said Parcel Map 17-01. All distances given are grid distances to obtain ground distances multiply by 1.00007088.

End of Description

See "Exhibit B" plat to accompany description attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Robert M. Plank

Robert M. Plank, PLS 5760
License Expiration Date: 06-30-2020

Date: 07/17/2018

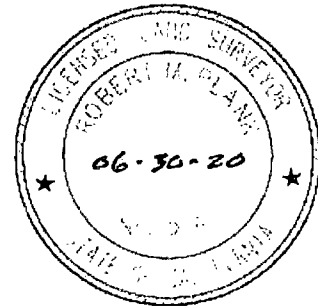
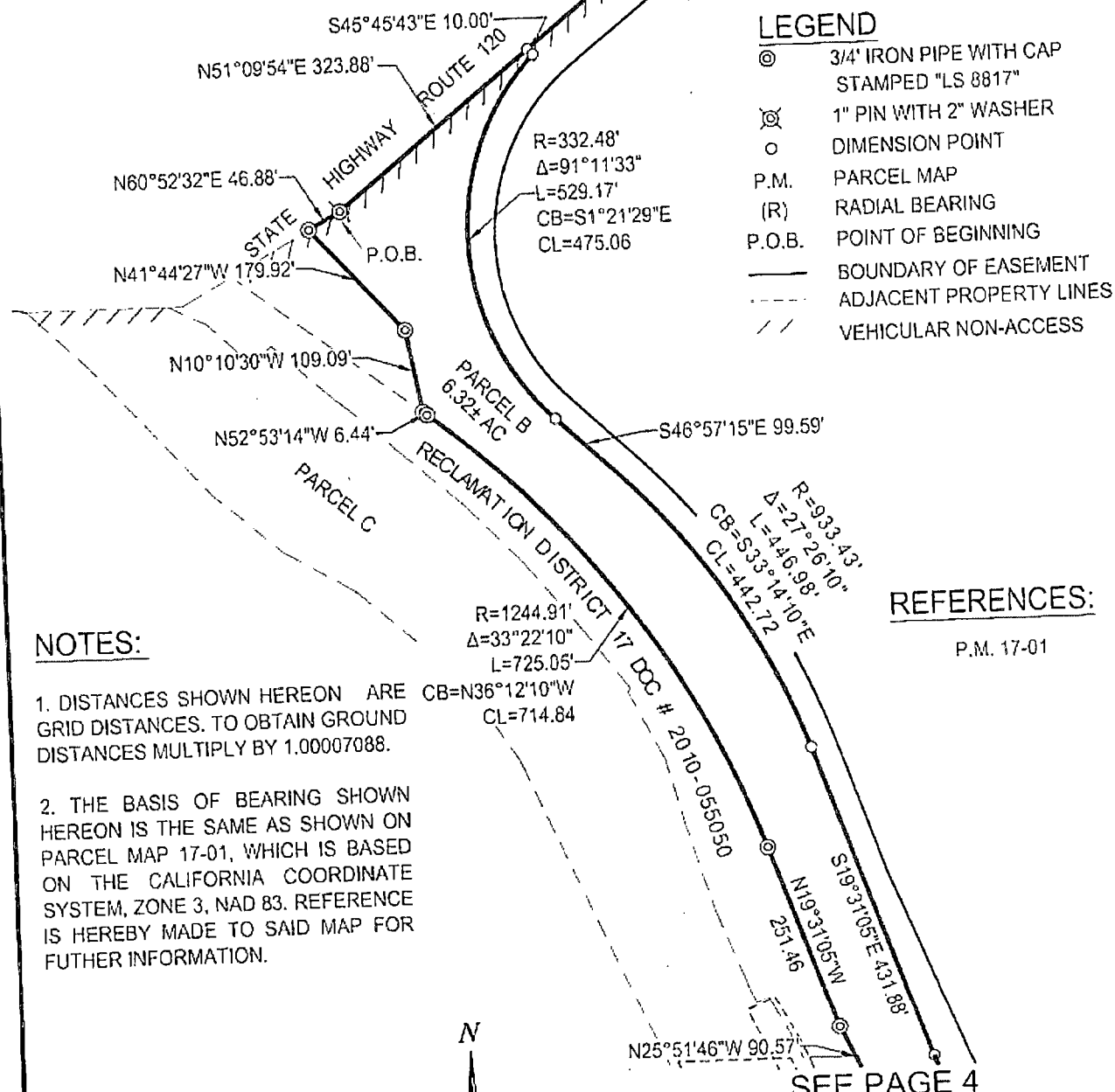


EXHIBIT "B"



LEGEND

- ⊙ 3/4" IRON PIPE WITH CAP
STAMPED "LS 8817"
- ⊗ 1" PIN WITH 2" WASHER
- DIMENSION POINT
- P.M. PARCEL MAP
- (R) RADIAL BEARING
- P.O.B. POINT OF BEGINNING
- BOUNDARY OF EASEMENT
- - - ADJACENT PROPERTY LINES
- /// VEHICULAR NON-ACCESS

REFERENCES:

P.M. 17-01

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES MULTIPLY BY 1.00007088.
2. 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 FUTURE INFORMATION.

R=1244.91'
 Δ=33°22'10"
 L=725.05'
 CB=N36°12'10"W
 CL=714.84

R=933.43'
 Δ=27°26'10"
 L=446.98'
 CB=S33°14'10"E
 CL=442.72

SEE PAGE 4

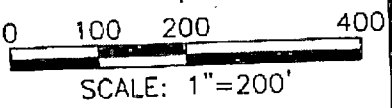


EXHIBIT "B-1"

RECLAMATION DISTRICT 17 EASEMENT

PORTION SECTION 3, T. 2 S. R. 6 E., M.D.M.
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA

Mackay & Soms

ENGINEERS PLANNERS SURVEYORS
 1522 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1188

DWK	1"=200'	06/14/2018	25223.010
DRAWN BY	SCALE	DATE	JOB NO.

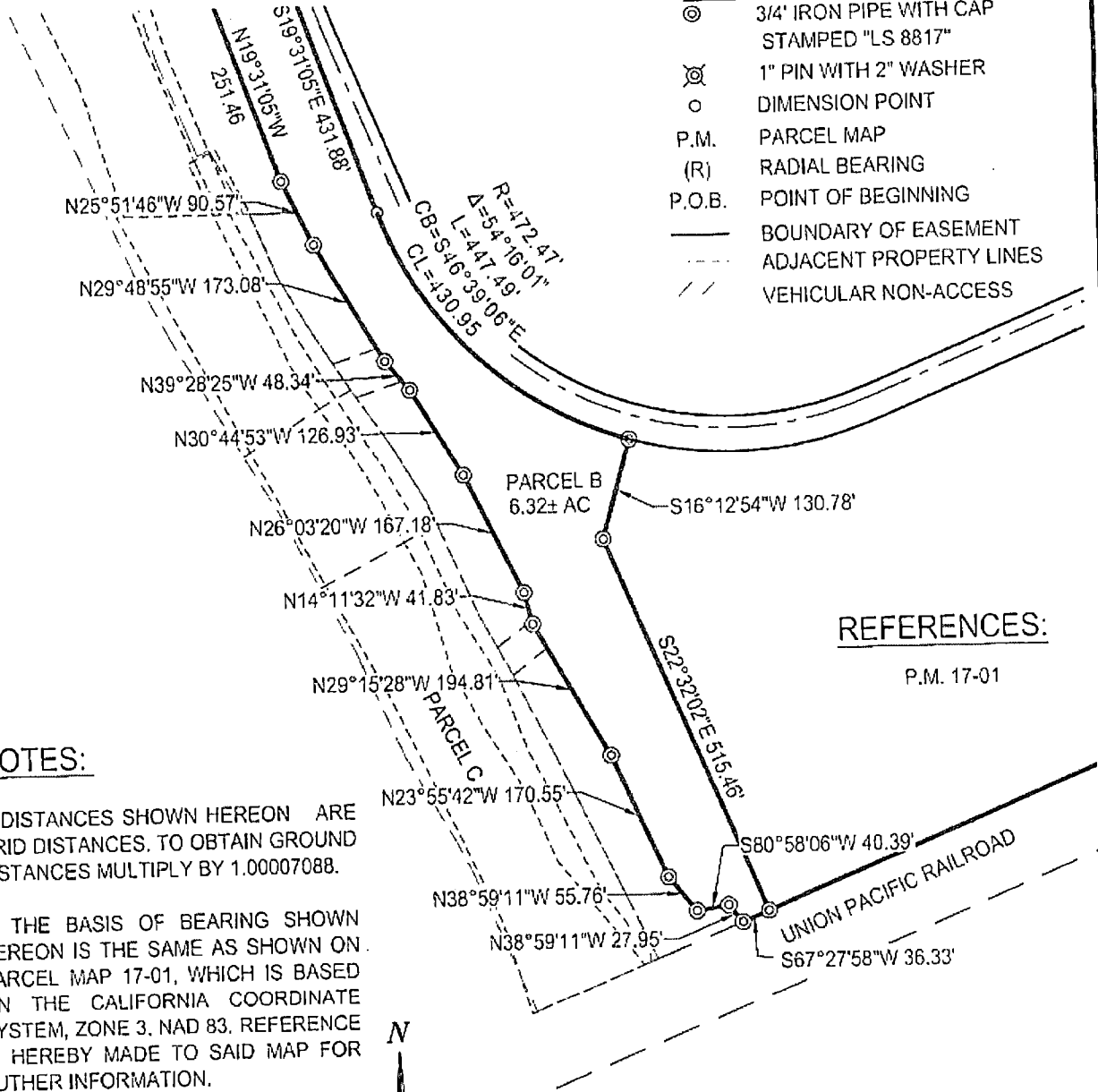
IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

SEE PAGE 3

EXHIBIT "B"

LEGEND

- ⊙ 3/4" IRON PIPE WITH CAP
STAMPED "LS 8817"
- ⊗ 1" PIN WITH 2" WASHER
- DIMENSION POINT
- P.M. PARCEL MAP
- (R) RADIAL BEARING
- P.O.B. POINT OF BEGINNING
- BOUNDARY OF EASEMENT
- - - ADJACENT PROPERTY LINES
- /// VEHICULAR NON-ACCESS

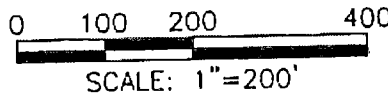
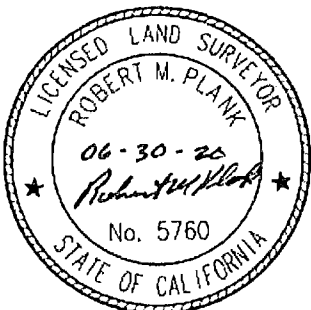


REFERENCES:

P.M. 17-01

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES MULTIPLY BY 1.00007088.
2. 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 FUTURE INFORMATION.



IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

EXHIBIT "B-2"

RECLAMATION DISTRICT 17 EASEMENT

PORTION SECTION 3, T. 2 S. R. 6 E., M.D.M.

CITY OF LATHROP

COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

1432 Eureka Road, Suite 109, Roseville, CA 95661 (916) 773-1188

DVK	1"= 200'	07/17/2018	25223.010
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT "B"

**MEMORANDUM OF AGREEMENT
FOR JOINT USE OF EASEMENT**

**PARTIES: CITY OF LATHROP (City)
RECLAMATION DISTRICT NO. 17 (RD 17)**

RECITALS:

RD 17 operates and maintains and from time to time improves the levees protecting the subject property. Levee standards are constantly becoming more conservative. Parcel B as shown on Parcel Map 17-01 filed for record on ___, 2018, in Book ___ of Parcel Maps, at Pages ___, San Joaquin County Records has been dedicated to the City and City is granting an easement for levee purposes over said Parcel B to RD 17. Use of Parcel B for both levee purposes and other purposes including park purposes presents some conflicts which the City and RD 17 are committed to jointly resolve.

AGREEMENT:

City and RD 17 agree that Parcel B can be used by the City or its assigns to install and maintain park features and improvements consistent with the present and future levee requirements and regulations of the Central Valley Flood Protection Board (formerly The Reclamation Board), the requirements of the United States Army Corps of Engineers including its Operation and Maintenance Manuals and amendments thereto, FEMA requirements and any other State or Federal regulatory or permit requirements. It is anticipated that roots of trees planted in the seepage berm areas will be detrimental to the function of the seepage berms and that planting will likely be limited to plantings in vaults or above ground containers or possibly shallow rooted varieties planted on mounds above the seepage berms.

The City and RD 17 will work jointly with all regulatory agencies to accommodate use of Parcel B for park purposes consistent with the primary use for levee purposes.

If in the future park features or improvements on Parcel B are disturbed by levee work, the repair or replacement of such park features or improvements shall be the responsibility of the City or its successors and assigns. RD 17 will work with City to minimize disturbance to permitted features and improvements.

City agrees to work with RD 17 to avoid any harm to the levees.

CITY OF LATHROP

RECLAMATION DISTRICT NO. 17

By: Stephen Salvador Date
Its: City Manager

By: PRINT NAME Date
Its: PRINT Title

NOTARY ACKNOWLEDGMENTS ON FOLLOWING

**MEMORANDUM OF AGREEMENT
FOR JOINT USE OF EASEMENT**

**PARTIES: CITY OF LATHROP (City)
RECLAMATION DISTRICT NO. 17 (RD 17)**

RECITALS:

RD 17 operates and maintains and from time to time improves the levees protecting the subject property. Levee standards are constantly becoming more conservative. Parcel B as shown on Parcel Map 17-01 filed for record on __, 2018, in Book ____ of Parcel Maps, at Pages __, San Joaquin County Records has been dedicated to the City and City is granting an easement for levee purposes over said Parcel B to RD 17. Use of Parcel B for both levee purposes and other purposes including park purposes presents some conflicts which the City and RD 17 are committed to jointly resolve.

AGREEMENT:

City and RD 17 agree that Parcel B can be used by the City or its assigns to install and maintain park features and improvements consistent with the present and future levee requirements and regulations of the Central Valley Flood Protection Board (formerly The Reclamation Board), the requirements of the United States Army Corps of Engineers including its Operation and Maintenance Manuals and amendments thereto, FEMA requirements and any other State or Federal regulatory or permit requirements. It is anticipated that roots of trees planted in the seepage berm areas will be detrimental to the function of the seepage berms and that planting will likely be limited to plantings in vaults or above ground containers or possibly shallow rooted varieties planted on mounds above the seepage berms.

The City and RD 17 will work jointly with all regulatory agencies to accommodate use of Parcel B for park purposes consistent with the primary use for levee purposes.

If in the future park features or improvements on Parcel B are disturbed by levee work, the repair or replacement of such park features or improvements shall be the responsibility of the City or its successors and assigns. RD 17 will work with City to minimize disturbance to permitted features and improvements.

City agrees to work with RD 17 to avoid any harm to the levees.

CITY OF LATHROP

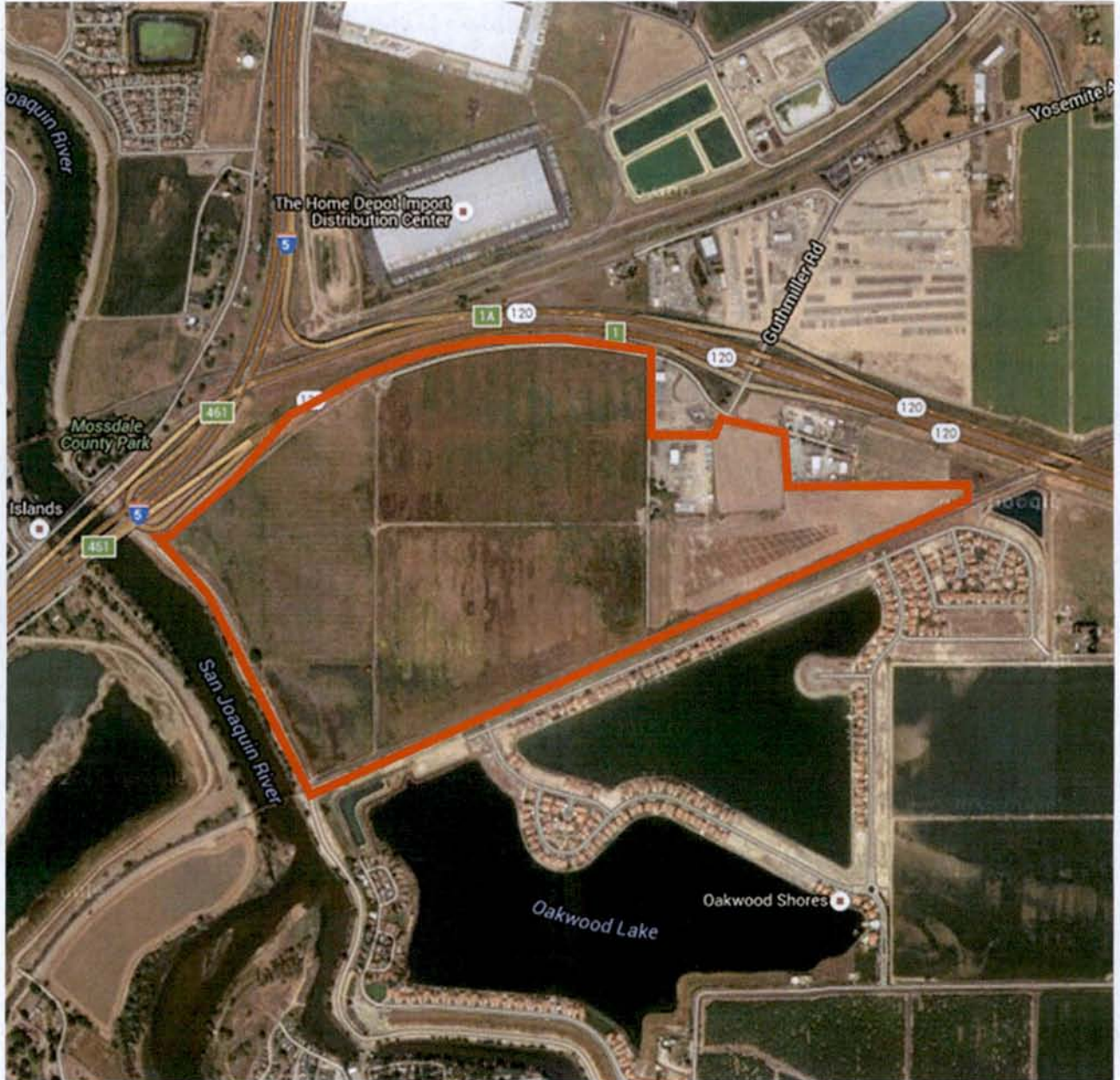
RECLAMATION DISTRICT NO. 17

By: Stephen Salvador Date
Its: City Manager

By: PRINT NAME Date
Its: PRINT TITLE

NOTARY ACKNOWLEDGMENTS ON FOLLOWING

VICINITY MAP



**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAP 17-01
(SOUTH LATHROP COMMERCE CENTER)**

ATTACHMENT "G"

August 29, 2018

Via Email and First Class Mail

First American Title Company

Attn: Patty Beverly

18500 Von Karman Avenue

Irvine, CA 92612

pbeverly@firstam.com

Re: Parcel Map 17-01; Escrow No. _____

Dear Patty:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of South Lathrop Land, L.L.C., a Delaware limited liability company ("**Property Owner**"), the City of Lathrop ("**City**") and Reclamation District 17 ("**RD-17**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with the above-referenced parcel map ("**Parcel Map**") and various documents related thereto, as further explained below. The Parcel Map consists of approximately _____ acres commonly known as the "South Lathrop Commerce Center" property. The transaction described in these Escrow Instructions are referred to as the "**Transaction**". First American Title Old Company is referred to as "**you**" or "**FATC**".

A. Date for Closing

It is anticipated that the Parcel Map will be approved by the Lathrop City Council on September 10, 2018, with such approval being documented through delivery to you of a signed City Council Resolution. Thereafter, it will be recorded in accordance with these Escrow Instructions and applicable law. The closing date for the Transaction is intended to occur by September 17, 2018, subject to satisfaction of the conditions set forth below (each, a "**Closing Condition**"). If the Parcel Map has not been recorded by September 17, 2018, FATC will return each of the Official Records (as that term is defined below) to the party that initially provided each said Official Record to FATC.

B. Official Records

In connection with the Transaction, you have in your possession or will receive the following documents from the City or the Property Owner (collectively, the "**Official Records**").

B.1. City Council Resolution No. ____ (City Council Approval of Parcel Map 17-01), executed by the City. [To be provided to FATC by the City]

B.2. Irrevocable Offer of Dedication of Keeney Property to the City, recorded on August 22, 2018, Document #2018-090071. [To be provided to FATC by the City]

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAP 17-01
(SOUTH LATHROP COMMERCE CENTER)**

- B.3. One original Parcel Map 17-01, signed by Property Owner and acknowledged by the City. [To be provided to FATC by the City]
- B.4. Grant Deed from the Property Owner to Reclamation District-17 (for Parcel C). [To be provided to FATC by the Property Owner]
- B.5. Grant Deed from the Property Owner to Reclamation District-17 (for Parcel D). [To be provided to FATC by the Property Owner]
- B.6. Grant of Easement Relating to Parcel B (with attached Joint Use Agreement) from the City to RD-17 [To be provided to FATC by the City]

The documents listed in Items B.3. through B.6. above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order listed above, which shall occur no later than September 17, 2018. The date on which each of the Recordation Documents are recorded in the Official Records of San Joaquin County shall constitute the Recordation Date.

C. Settlement Statement

You also have received, or will receive from the Property Owner, 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 the Property Owner and the City (the "**Settlement Statement**"): _____. Such recordation costs, escrow fees, and other amounts are the sole responsibility of the Property Owner.

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

- D.1. You have delivered copies of your Settlement Statement by email transmission to (a) Phil Prassas (pprassas@chindustrial.com) (representing the Property Owner); (b) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Cari James (cjames@ci.lathrop.ca.us); and (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us) (f) (slewis@ci.lathrop.ca.us) (the foregoing representing the City); and (g) Dante Nomellini (ngmplcs@pacbell.net) (representing RD-17); and have confirmation (by telephone or email) from the Property Owner, the City and RD-17 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 proper 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, and complete the Transaction in compliance with these Escrow Instructions;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAP 17-01
(SOUTH LATHROP COMMERCE CENTER)**

D.5 You have received confirmation (by email or other writing) from the Property Owner, the City and RD-17 to record the Recordation Documents and complete the Transaction;

D.6 You have delivered a copy of these instructions, executed by an authorized signatory of FATC with authority to bind FATC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to the Property Owner, the City and RD-17 Phil at the email addresses set forth above; and

D.7 You have confirmed that the Recordation Documents have been recorded.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D above, 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 Parcel Map and other Recordation Documents in the Official Records of San Joaquin County.

E.3. Pay the costs associated with the Transaction.

E.4. Notify the Property Owner, the City and RD-17 of the completion of the Transaction.

E.5. Within five (5) business days after the Recordation Date, deliver the following documents by overnight delivery via recognized, national, overnight delivery carrier, to the Property Owner, the City and RD-17:

(A) a certified copy of each 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 in accordance with the terms and provisions herein, signature pages from each party (if and to the extent required) shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

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

***** Signatures to follow on the next page *****

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAP 17-01
(SOUTH LATHROP COMMERCE CENTER)**

South Lathrop Land, L.L.C., a Delaware limited liability company

By: CHI West 109 South Lathrop Land, L.P.,
a Delaware limited partnership,
its managing member

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

City of Lathrop

Stephen J. Salvatore
City Manager
City of Lathrop

Reclamation District No. 17

[RD-17 representative]

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAP 17-01
(SOUTH LATHROP COMMERCE CENTER)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Property Owner, City and RD-17 is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to Property Owner, City and RD-17 that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATC.

First American Title Company

By: _____
Its: _____
Date: _____

ACCOMMODATION RECORDING AGREEMENT

First American Title Insurance Company ("First American") has been requested to record the document(s) identified below as an accommodation for @. ("Indemnitor"). This Accommodation Recording Agreement is entered into by Indemnitor and First American for the benefit and protection of First American.

It is understood that First American will act as a courier in requesting the recording of documents identified below without benefit of examination of the documents or the title to any property purportedly affected thereby by First American; and

Indemnitor acknowledges that First American derives no direct or indirect benefit from the recording of the document(s). Indemnitor recognizes that First American would not request the accommodation recording of the document(s) without this Agreement.

In consideration for First American's requesting the recording of the document(s) identified below, Indemnitor hereby waives and releases First American from any and all claims arising out of the document(s) identified below and agrees to hold harmless, protect and indemnify First American from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which may be sustained or incurred by First American in any way relating to, or arising directly or indirectly out of any accommodation recording requested by Indemnitor, including any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of First American's active or passive negligence in connection with the documents identified below.

Indemnitor further agrees that if suit shall be brought to enforce this Agreement, Indemnitor will pay First American's attorney's fees.

Documents to be recorded as an accommodation:

Document Title	First Party	Second Party
1. _____		
2. _____		
3. _____		

Indemnitor's check payable to the county recorder is enclosed in the amount of \$ _____ to cover the costs of the requested recording of the document(s) identified above.

The Indemnitor has executed this Accommodation Recording Agreement this _____ day of _____, 2015.

Indemnitor	Indemnitor
Sign: _____	Sign: _____
Print: _____	Print: _____

MEMO

Date: August 22, 2018

From: Steve McMurtry, Principal – De Novo Planning Group

Re: Status Review of the SR-120/Yosemite Avenue Interchange

This memo was prepared at the request of Phil Prassas of South Lathrop Land, LLC, the current owners of the South Lathrop Commerce Center property (“SLCC”). The purpose of this memo is twofold, one is to present a status review of the SR-120/Yosemite Avenue Interchange including the anticipated interchange approval schedule, along with the required funding and timing, and the second objective is to review the Conditions of Approval for the South Lathrop Specific Plan area (“SLSP”) and confirm the balance of the required transportation funding requirements and timing.

It should be noted that Matt Brogan/Aaron Silva (“Mark Thomas”) and Fred Choa (“Fehr and Peers”) have been significantly engaged in SLCC since the project’s inception, collaborated with the former owner of the property (“Richland”) and the City to provide the various reports and technical studies that were included in the City of Lathrop (“City”) certified Environmental Impact Report for SLCC (“EIR”).

In addition, this same team is directly involved in leading the effort with Caltrans to obtain approval for the SR-120/Yosemite Avenue Interchange improvements, and have started this effort by meeting with Caltrans and presenting the first draft of the Project Study Report – Project Development Support (PSR-PDS) process with Caltrans. As such, both firms were consulted for this memo and provided their input which is reflected herein.

STATUS REVIEW OF THE SR-120/YOSEMITE AVENUE INTERCHANGE APPROVAL SCHEDULE

The Caltrans PSR-PDS contains the following schedule for the approval and construction of the entire and ultimate build-out of the SR-120/Yosemite Avenue interchange:

Milestone	Date
Begin Environmental Investigation and reports	January 2019
Circulate Draft Environmental Document	January 2020
Project Approval & Environmental Document (“PAED”)	March 2020
Project Plans Specifications & Estimates (“PSE”)	August 2020
Right of Way Certification	October 2020
Ready to List	November 2020
Start Construction	December 2020
End (Completion) Project	December 2021

It should be noted that Caltrans has recently provided comments back to Mark Thomas based on Caltrans quick cursory review of the PSR-PDS schedule and Caltrans let Mark Thomas know that they believe that the schedule presented is a bit aggressive and that a more realistic construction start would be in 2022 thus providing for a more likely opening taking place in 2023.

One of the things that Caltrans has cited is that the SR-120/Yosemite Avenue Interchange improvement project is only funded/programmed in the 2018 San Joaquin Council of Governments (“SJCOG”) Regional Transportation Plan (“RTP”) through “Environmental Review”. This means that once funding is secured for PSE and construction, SJCOG will need to amend the Regional Transportation Plan (“RTP”) and Federal Transportation Improvement Program

("FTIP"). Without programming in the RTP, Caltrans would not be able to make a conformity finding during the environmental phase of the project so funding needs to be secured within the next 6 months to be able to move into the PSE phase according to this schedule.

SR-120/YOSEMITE AVENUE NEW INTERCHANGE CONSTRUCTION COSTS

The ultimate and full-buildout of the total SR-120/Yosemite Avenue interchange ("New Interchange") cost is estimated at **\$23.25M**. The construction and support costs listed below include costs required to entitle, design and construct all roadway and structures work related to the New Interchange.

Construction Costs

Roadway Items	\$11.9M
Structure Items	\$1.37M
Right of Way & Utilities*	\$3.62M
Total Capital Costs	\$16.9M

Support Costs

Environmental	\$500,000
Project Report	\$600,000
Design (PSE)	\$2.32M
Right of Way*	\$80,000
Construction Support	\$2.85M
Total Support Costs	\$6.35M

EIR CONDITIONS OF APPROVAL

BUILD REQUIREMENT

As part of the approval of the EIR for the SLSP, it was determined that there would be a requirement to complete certain portions of the New Interchange based on certain occupancies of the constructed buildings, such that the development and construction of the buildings in the SLSP would have a much less impact on the immediate area. This build requirement was put-in-place so that with the full buildout of the SLSP project the existing SR-120/Yosemite Avenue Interchange would continue to work at optimum capacity from an operational standpoint.

To adequately support the Build Requirement, Fehr & Peers completed a study for the City as part of the EIR process, and made assumptions as it relates to the construction & development of surrounding properties and the timing under which buildings would be occupied. To the extent this additional development does not occur, or occurs in a much later time frame than anticipated, Fehr & Peers was able to provide an updated Build Requirement based on the square footage triggering the construction of the New Interchange as shown below.

SQUARE FEET OCCUPIED	BUILD REQUIREMENT PERCENTAGE	ALLOCATED COSTS FOR NEW INTERCHANGE BASED ON \$24M	RUNNING TOTAL OF NEW INTERCHANGE COSTS BASED ON \$24M
0 – 2,000,000	0%	\$0.00	\$0.00
2,000,001 – 3,000,000	10%	\$2,400,000	\$2,400,000
3,000,001 – 4,000,000	20%	\$2,400,000	\$4,800,000
4,000,001 – 5,000,000	25%	\$1,200,000	\$6,000,000
5,000,001 – 6,000,00	30%	\$1,200,000	\$7,200,000

From a practical standpoint, the agency best suited to oversee the design, bidding & construction of the New Interchange would be the City. However, Caltrans was established in the State to oversee, review & approve and control all projects on the state highway system. Typically, Caltrans works with local municipal governmental agencies, like the City, to tap into their resources to process and construct the necessary improvements effecting their sphere of influence. The City is the municipality in this case that Caltrans would look toward to be the local lead agency, and Caltrans will serve as the federal lead agency under a Federal Highway Administration (“FHWA”) memo of understanding. Caltrans would take on the responsibility of obtaining all federal and state approvals necessary to construct the New Interchange.

The intent of the traffic Mitigation Measures presented in the EIR for the SLSP was to address the fair share funding percentages and timing warrants of the New Interchange to be constructed from a mathematical perspective (i.e. fair share, levels of service changes, etc.). As such, MM 3.14-1 was presented in the EIR to identify the improvement warrants at 50% and 100% of project buildout for the SLSP project. The improvement warrants are based on levels of service changes. It is noted in the EIR that these improvements would reduce the level of service impacts to a less than significant level, however, the residual impact conclusion in the EIR remained at a Significant and Unavoidable level. The reason for the residual impact conclusion of Significant and Unavoidable was presented on page 4.14-22 of the EIR as follows:

*However, these measures are within the jurisdiction of Caltrans and beyond the control of the City of Lathrop to implement without Caltrans approval. Furthermore, funding for these have not been secured. If Caltrans does not approve the proposed improvements and/or full funding is not secured, then the intersections would continue to operate at an unacceptable level of service. Due to the fact that the implementation of these measures is beyond the control of the City of Lathrop and that full improvement funding has not been secured, the impact is considered to be **significant and unavoidable**.*

The residual impact conclusion presented above is written into the EIR based on the reality that the New Interchange is not under the control of the City or development, and it is not realistic or practical to require Caltrans to adhere to a mitigation measure. Caltrans has no incentive or need to fully cooperate with the City under the City’s schedule or the City’s goals and objectives. It is very common for there to be periods of time where a City grows according to their goals and objectives, but traffic levels of service degrade temporarily as a result of delays in constructing new improvements. This was anticipated to be the case for the SLSP because of the procedural complexity of state highway improvements, which is why the residual impact conclusion in the EIR was Significant and Unavoidable.

The City and land owners have a strong incentive to pursue the New Interchange, and have engaged Caltrans to prepare a PSR-PDS. There will be additional process and approval requirements in order to get to the point where the New Interchange can be built, however, the City and land owners have taken the initial steps to begin the process. The Caltrans process must be adhered to, and it is noted that Caltrans does not allow a phased construction process as part of the completion of the New Interchange. For Caltrans, the New Interchange would either be built as approved in the PSR-PDS, or not and Caltrans would look to see that there are sources of funds in place to be able to design, fund and construct the New Interchange before letting the City commence.

It is common practice for municipalities throughout the state to allow a developer to fund their share of a state highway project, such as the New Interchange, based on the percentages that are specified within the relevant traffic study, without the requirement of constructing a portion, or all of the improvement given that Caltrans’ procedures do not allow this. This was the intent and expectation of the mitigation requirements contained in the EIR for the SLSP and Lathrop Gateway Business Park projects.

FUNDING REQUIREMENT

There are three funding requirements based on the EIR MMRP for the SLSP property.

The first funding requirement is the percentage contribution toward the New Interchange Improvements. The City reached out to Fehr & Peers and requested that they provide an analysis of the costs and fees required under the EIR MMRP for the SLSP as development of the property ramps up and buildings are constructed. Fehr & Peers determined as outlined in the EIR MMRP for SLSP, that the impact of the construction of the SLCC, will necessitate the contribution of 28% of the total of the costs of the New Interchange (see the SLSP MMRP, Impact Type: Transportation and Circulation, Impacts #: 3.14-1, 3.14-10 and Mitigation Measure #: 3.14-1, 3.14-6 for percentage confirmation). In addition, in the EIR MMRP for SLSP (as shown in Impact: 3.14-9, Mitigation Monitoring #: 3.14-5), SLCC is required to pay its prorata share of the PSR-PDS document and the City determined that the SLSP fair share is 28%.

The second funding requirement outlined in the EIR MMRP calls for a fair share assessment of Offsite Transportation Mitigation which outlined those improvements effected by the development of the project and were determined to need to be upgraded (as shown in Impact Type: Transportation and Circulation, Impacts #: 3.14-2, 3.14-11, 3.14-12, 3.14-13 and Mitigation Measures #: 3.14-2, 3.14-7, 3.14-8, 3.14-9). This fair share assessment has been determined by Fehr & Peers, and confirmed by the City, to consist of a one-time payment to the City of \$786,000. With this payment, the City will relieve SLSP of its requirement to take a portion of the Offsite Transportation Mitigation, and pay the percentage amounts shown in the EIR MMRP as referenced in this section.

The third funding requirement outlined in the EIR MMRP (Impact Type: Transportation and Circulation, Impacts #: 3.14-4, 3.14-14 and Mitigation Measures #: 3.14-3, 3.14-10) calls for the payment of the San Joaquin County Regional Traffic Impact Fee ("RTIF"), which is a county-wide, multi-jurisdiction capital improvement funding program intended to cover a portion of the costs for new transportation facilities required to serve new development within the County. This fee is calculated at the time that the Developer pays the plan check fees for the building permit and is a one-time payment for the particular building, based on the physical construction of a new building. Currently the Annual RTIF Fee, based on warehouse use, is \$.043/SF, with an annual charge of \$.01, and is expected to increase in July 1, 2019.

CAPITAL FACILITIES FEE FOR SOUTH LATHROP

Recently the City completed the South Lathrop Capital Facilities Fee (CFF) Study in April 2018, and this Study looked at the anticipated trips that will be using the SR 120 / Yosemite Avenue interchange by the following projects: SLSP, Lathrop Gateway Business Park Specific Plan (LGBPSP), McKinley Corridor, Crossroads Business Park, along with other areas of Lathrop, and areas of the City of Manteca that would also be generating trips using the SR 120 / Yosemite Avenue interchange. The analysis was completed based on weekday average daily traffic (ADT) conditions based on the approved use/zoning of the property. The results of the analysis determined that SLSP was responsible for **46%** of all traffic using the interchange based on the amount of traffic (cars and trucks) generated by SLSP using the interchange divided by the total new traffic using the SR 120 / Yosemite Avenue interchange.

Based on the total cost of funding the New Interchange, the total capital costs of \$16.9M added to the support costs of \$6.35M costs, both identified above, and based on the SLSP fair share of 46% for the SR 120 / Yosemite Avenue interchange, results in a total funding cost for the New Interchange of **\$10,695,000**. ($\$23.25M * 46\%$). It should be noted that Fehr & Peers is currently working with the City of Lathrop to update the analysis and a refined/adjusted fair share analysis will be completed by the end of September 2018.

The CFF Study shows approximately \$7.5M of the SLSP total cost of \$10.7M being paid for out of the proceeds of the CFF and therefore the Developer would only be responsible for approximately \$3,200,000 to be a one-time payment to the City.

CITY TRANSPORTATION FEE

The City has established a City wide transportation fee that is paid at the time that a building permit is pulled for construction. This City-wide fee is calculated based on the City's current fee schedule for warehouse of \$.466 per 1000/SF and is a one-time payment to the City for the construction of a particular building.

CONCLUSION

We have tried to outline all of the various transportation related costs as outlined in the EIR and in particular in the MMRP section of the EIR. We are hopeful that this memo can be used as a basis for discussion with the City in order to reach agreement with the City on the final costs related to the transportation fees and the timing of the payment of these fees.

This document is the Mitigation Monitoring and Reporting Program (MMRP) for South Lathrop Specific Plan (proposed project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” An MMRP is required for the proposed project because the EIR has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the Draft EIR.

4.1 MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the EIR.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the EIR in the same order that they appear in the EIR.
- **Mitigation Timing:** Identifies at which stage of the project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring took place.

This page left intentionally blank.

TABLE 4.0-1: MITIGATION MONITORING AND REPORTING PROGRAM

TRANSPORTATION AND CIRCULATION			
<p><i>Impact 3.14-1: Under Existing Plus Project Conditions, project implementation would result in a significant impact at the SR 120/Yosemite Avenue unsignalized ramp-terminal intersections (#1 & 2)</i></p>	<p>Mitigation Measure 3.14-1: <i>At the SR 120 / Yosemite Avenue interchange, the City of Lathrop in coordination with Caltrans will prepare a Project Study Report – Project Development Support (PSR-PDS) document. Based on the Caltrans approved PSR-PDS document, the City will move forward with various phases of construction of components of those improvements shown in the PSR-PDS, subject to the City having the available funding to commence and complete a specific component. For clarification, project applicant is not expected to complete the physical construction of the improvements identified in the PSR-PDS, rather the City of Lathrop shall have this responsibility. Implementation of the following mitigation measures would improve operations at the SR 120/Yosemite Avenue Interchange ramp-terminal intersections to an acceptable level of service.</i></p> <p><u>Improvements needed to accommodate 50% Build-out of South Lathrop Specific Plan</u></p> <ol style="list-style-type: none"> 1. <i>Install traffic signal control at both ramp-terminal intersections and provide coordinated signal operation. An evaluation of all applicable signal warrants should be conducted and additional factors (e.g., congestion, approach conditions, driver confusion) should be considered before the decision to install a signal is made.</i> 2. <i>Widen the eastbound and westbound off-ramps to accommodate one shared through/left-turn lane and a separate right-turn lane.</i> 3. <i>Widen Guthmiller Road (south of SR 120) to four lanes to provide one through and one right turn lane on the northbound approach.</i> 4. <i>Widen the eastbound and westbound diagonal on-ramps to provide three receiving lanes (2 mixed-flow and 1 HOV) and ramp metering.</i> 	<p>City of Lathrop and Caltrans</p>	<p>Prior to 50% Build-out</p>
	<p><u>Improvements needed to accommodate 100% Build-out of South Lathrop</u></p>	<p>City of Lathrop and Caltrans</p>	<p>Prior to 100% Build-out</p>

	<p><i>Specific Plan are presented on Figure 3.14, and include the following</i></p> <ol style="list-style-type: none"> 1. <i>Widen the SR 120 undercrossing to four lanes with two through lanes and one left-turn lane on the northbound approach to the westbound ramp-terminal intersection and on the southbound approach to the eastbound ramp-terminal intersection. Tieback walls will be necessary to accommodate widening under SR 120 and will be identified as part of a PSR/PDS.</i> 2. <i>Install traffic signal control at both ramp-terminal intersections and provide coordinated signal operation. An evaluation of all applicable signal warrants should be conducted and additional factors (e.g., congestion, approach conditions, driver confusion) should be considered before the decision to install a signal is made.</i> 3. <i>Widen the eastbound and westbound off-ramps to accommodate one shared through/left-turn lane and a separate right-turn lane.</i> 4. <i>Widen the eastbound and westbound diagonal on-ramps to provide three receiving lanes (2 mixed-flow and 1 HOV) and ramp metering.</i> <p><i>The City of Lathrop will participate with SJCOG, the City of Manteca, and San Joaquin County in the preparation of a Corridor System Management Plan for SR 120 between Mossdale junction I-5 to south junction SR 99 as part of the Tier 1 SR 120 Widening Project from four to six lanes.</i></p> <p><i>In addition to the improvements identified above, the PSR/PDS will also include Intelligent Transportation System (ITS) alternatives that will provide emergency vehicle access in the event of an emergency or natural disaster. Alternatives may include either infra-red / GPS enabled traffic signal pre-emption and/or emergency vehicle access via locked gates.</i></p> <p><i>These two study intersections are under Caltrans jurisdiction. The City of Lathrop would be responsible for the intersection improvement, acquisition</i></p>			
--	---	--	--	--

	<p>of right-of-way, and construction. However, Caltrans would serve as the approval agency for the design and construction of proposed interchange / intersection improvements.</p>			
<p>Impact 3.14-2: Under Existing Plus Project Conditions, project implementation would add traffic to the Yosemite Avenue/Airport Way intersection and result in unacceptable levels of service in the PM peak hour</p>	<p>Mitigation Measure 3.14-2: The following mitigation measure would be required with completion and occupancy of 25% (4,000,000 – 5,000,0001,072,000 square feet) of the proposed project’s total development to improve operations at the Yosemite Avenue/Airport Way intersection to an acceptable level of service:</p> <ul style="list-style-type: none"> • Add an eastbound right turn lane with a storage pocket of 200 feet. <p>This study intersection is in the City of Manteca. The City of Lathrop would be responsible for the intersection improvement, acquisition of right-of-way, and the construction of proposed intersection improvements.</p>	City of Lathrop	Prior to 25% Buildout	
<p>Impact 3.14-10: Under cumulative conditions, project implementation would exacerbate levels of service at the SR 120/Yosemite Avenue ramp-terminal intersections (Intersections 1&2)</p>	<p>Mitigation Measure 3.14-6: At the SR 120 / Yosemite Avenue interchange, the City of Lathrop in coordination with Caltrans will prepare a Project Study Report – Project Development Support (PSR-PDS) document. The project applicant shall pay its fair share toward improvements to the SR 120/Yosemite Avenue Interchange to the City of Lathrop, who will be the lead agency for the interchange improvement project. The project’s fair share traffic contribution to these improvements is estimated to be 28 percent¹. <u>The following mitigation measures as shown in Figure 3.14-13 would be paid for by the project applicant based on project applicant’s fair share at the time of building permit and built by the City of Lathrop at such time as funding is available to complete these improvements that would be necessary to provide acceptable operations under cumulative conditions:</u></p> <ol style="list-style-type: none"> 1. Install traffic signal control at both ramp-terminal intersections and provide coordinated signal operation. An evaluation of all applicable 	City of Lathrop and Caltrans	Initiate PSR-PDS process immediately following Specific Plan approval	

¹ Fair share calculation is based on the project’s cumulative traffic contribution (total AM and PM peak hour volumes on the four freeway on- and off-ramps using the following formula:
 Fair Share Percentage = [Project Only Total Volume / (Cumulative Plus Project Total Volume – Existing County Volume)]
 Fair Share Percentage = [1,923 / (8,490 – 1,672)] = 28 %

	<p><i>signal warrants should be conducted and additional factors (e.g., congestion, approach conditions, driver confusion) should be considered before the decision to install a signal is made.</i></p> <ol style="list-style-type: none"> <i>2. Widen the eastbound and westbound off-ramps to accommodate one left-turn lane, one shared through/left-turn lane and a separate right-turn lane.</i> <i>3. Widen the eastbound and westbound diagonal on-ramps to provide three receiving lanes (2 mixed-flow and 1 HOV) and ramp metering.</i> <i>4. Widen Yosemite Avenue (south of SR 120) to four lanes to provide two through and one right turn lane on the northbound approach.</i> <i>5. Widen the SR 120 undercrossing to accommodate six lanes including two through lanes in each direction, two left-turn lanes on the northbound approach to the westbound ramp-terminal intersection and on the southbound approach to the eastbound ramp-terminal intersection. Tieback walls will be necessary to accommodate widening under SR 120.</i> <p><i>Relocate the westbound ramp-terminal intersection approximately 550 feet north of its current location to create an L-7 interchange configuration with a northbound Yosemite Avenue to westbound SR 120 loop on-ramp. The two lane loop on-ramp would be metered and would increase the westbound SR 120 weave distance between the Yosemite Avenue and the I-5 northbound and southbound ramps.</i></p> <p><i>The City of Lathrop will participate with SJCOG, the City of Manteca, and San Joaquin County in the preparation of a Corridor System Management Plan for SR 120 between Mossdale junction I-5 to south junction SR 99 as part of the Tier 1 SR 120 Widening Project from four to six lanes</i></p>			
<p><i>Impact 3.14-11: Under cumulative conditions, project implementation would exacerbate cumulatively</i></p>	<p>Mitigation Measure 3.14-7: <i>The project applicant shall pay its fair share toward improvements to the City of Lathrop for the Lathrop Road/McKinley Avenue intersection, which is currently under construction and will be signaled by December 2014. The project's fair share traffic contribution to</i></p>	<p><i>City of Lathrop and Caltrans</i></p>	<p><i>Prior to occupancy</i></p>	

<p>unacceptable levels of service at the Lathrop Road/McKinley Avenue intersection</p>	<p>these improvements is estimated to be 0.8%². The following mitigation measure as shown in Figure 3.14-13 would be necessary to provide acceptable operations under cumulative conditions, <u>but the physical construction of these improvements is not the requirement of the project applicant, rather the project applicant shall only pay their fair share at time of building permit and the City of Lathrop shall construct such improvements:</u></p> <ul style="list-style-type: none"> • Install traffic signal control; and • Provide for protected eastbound to southbound left-turn signal phasing. 			
<p>Impact 3.14-12: Under cumulative conditions, project implementation would exacerbate cumulatively unacceptable levels of service at the Louise Avenue/McKinley Avenue intersection</p>	<p>Mitigation Measure 3.14-8: The project applicant shall pay its fair share toward improvements to the Louise Avenue/McKinley Avenue intersection. The project's fair share traffic contribution to this intersection is estimated to be 2.1 %³. The following mitigation measures as shown in Figure 3.14-13 would be necessary to provide acceptable operations under cumulative conditions <u>but the physical construction of these improvements is not the requirement of the project applicant, rather the project applicant shall only pay their fair share at time of building permit and the City of Lathrop shall construct such improvements:</u></p> <ul style="list-style-type: none"> • Widen the eastbound approach to add one EB left-turn lane and one EB right-turn lane. Restripe the shared left/through lane and shared through/right lane to two eastbound through lanes. • Widen the westbound approach to add one WB left-turn lane and one WB right-turn lane. Restripe the shared left/through lane and 	<p>City of Lathrop</p>	<p>Prior to occupancy</p>	

² Fair share calculation is based on the project's cumulative traffic contribution (total AM and PM peak hour volumes on the four freeway on- and off-ramps using the following formula:

Fair Share Percentage = [Project Only Total Volume / (Cumulative Plus Project Total Volume – Existing Count Volume)]

Fair Share Percentage = [22 / (5,250 – 2,401)] = 0.8 %

³ Fair share calculation is based on the project's cumulative traffic contribution (total AM and PM peak hour volumes on the four freeway on- and off-ramps using the following formula:

Fair Share Percentage = [Project Only Total Volume / (Cumulative Plus Project Total Volume – Existing Count Volume)]

Fair Share Percentage = [66 / (6,020 – 2,803)] = 2.1 %

4.0 MMRP

	<p>shared through/right lane to two westbound through lanes.</p> <ul style="list-style-type: none"> Widen the northbound approach to add an additional NB left-turn lane. <p>Optimize signals with protected left-turns signal phasing.</p>			
<p><i>Impact 3.14-13: Under cumulative conditions, project implementation would exacerbate cumulatively unacceptable levels of service at the SR 120/Airport Way ramp-terminals intersections and the Airport Way/Daniels Street intersection</i></p>	<p>Mitigation Measure 3.14-9: <i>The project applicant shall pay its fair share toward improvements to the SR 120/Airport Way interchange and Airport Way/Daniels Street intersection. The project’s fair share traffic contribution to these intersections is estimated to be 1.6 % and 1.1 %⁴, respectively. The following mitigation measures as shown in Figure 3.14-13 would be necessary to provide acceptable operations under cumulative conditions <u>but the physical construction of these improvements is not the requirement of the project applicant, rather the project applicant shall only pay their fair share at time of building permit and the City of Lathrop, in accordance with their agreement with the City of Manteca, shall use these funds toward construction of traffic mitigations in Lathrop:</u></i></p> <p><u>SR 120/Airport Way Interchange</u></p> <ul style="list-style-type: none"> Relocate the westbound ramp-terminal intersection approximately 180 feet south of its current location to create a tight interchange configuration, which will increase the spacing to the Airport Way/Daniels Street intersection. Construct loop on-ramps. Widen overcrossing to include two northbound and three southbound lanes. Widen SR 120 eastbound and westbound off-ramps to include two left-turn lanes and two right-turn lanes. 	<p>City of Lathrop and Caltrans</p>	<p>Prior to occupancy</p>	

⁴ Fair share calculation is based on the project’s cumulative traffic contribution (total AM and PM peak hour volumes on the four freeway on- and off-ramps using the following formula:
 Fair Share Percentage = [Project Only Total Volume / (Cumulative Plus Project Total Volume – Existing Count Volume)]
 Fair Share Percentage = [134 / (14,770 – 6,452)] = 1.6 %, Fair Share Percentage = [44 / (7,980 – 4,022)] = 1.1 %

	<p><u><i>Airport Way/Daniels Street</i></u></p> <ul style="list-style-type: none"> • <i>Restripe the southbound approach to add a third through lane and restripe the northbound approach to add an exclusive right-turn lane.</i> • <i>Restripe the eastbound Daniels Street approach to include one left-turn, one shared left/through lane, and two right-turn lanes with right-turn overlap phasing.</i> <p><i>The SR 120/Airport Way ramp-terminal intersections are under Caltrans jurisdiction and the Airport Way/Daniels Street intersection is under City of Manteca jurisdiction.</i></p>			
--	--	--	--	--

ITEM: **FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS AND AMEND THE FISCAL YEAR 2018/19 BUDGET**

RECOMMENDATION: **Adopt Resolution Amending the Fiscal Year 2017/18 and 2018/19 Budget as Adopted on June 13, 2017 by Resolution No. 17-4249**

SUMMARY:

In June 2017, City Council adopted the Fiscal Year (FY) 2017/18 and 2018/19 Biannual Budget by Resolution No. 17-4249. Since then, Staff has presented a formal Mid-Year Budget review and subsequent budget amendments. At Mid-Year, the projected General Fund Balance at June 30, 2018 was estimated at \$7.8 million. Higher than expected property and sales tax collections combined with lower than projected expenditures due to salary savings from key vacant positions resulted in a General Fund surplus at fiscal year-end. Staff recommends applying approximately \$4 million in prior year's savings to designated fund balance accounts as follows:

- Transfer \$500 thousand to the Capital Equipment Replacement account to replenish depleted reserves.
- Transfer \$2.5 million to the Street Repair Reserves to maintain deteriorating City roads.
- Transfer \$1 million to the Retirement Stabilization Reserves account to set aside funds for future retirement unfunded liability.

In addition, the following staffing updates are recommended to reflect the agency's current personnel structure and future needs:

- Reclass one (1.0) Senior Planner position to Principal Planner due to the complexity of the agency's development projects.
- Unfund one (1.0) vacant Assistant Community Development Director (ACDD) position due to the retirement of the Community Development Director. The ACDD has now assumed the department's Director role.
- Unfund one (1.0) vacant Legal Assistant position due to the retirement of the Legal Secretary position. The Administrative Assistant has now taken full responsibility of the department's administrative tasks.
- Fund one (1.0) Building Inspector I/II position in the FY 2018/19 budget to manage the continued demand for inspections in housing development.
- Fund one (1.0) Construction Inspector I/II position in the FY 2018/19 budget to assist with inspection fieldwork of public or private construction projects.
- Fund one (1.0) Administrative Assistant I/II position in the FY 2018/19 budget in the Public Works and Engineering department to provide administrative support for on-going projects and reporting tasks.

With the proposed uses of the Fund Balance Unassigned reserves above, the estimated General Fund Balance at June 30, 2018 is \$7.9 million or 41% of actual expenditures. The estimated fund balance remains above the 25% recommended target.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS
AND AMEND THE FISCAL YEAR 2018/19 BUDGET

BACKGROUND:

Each year, City Council adopts a budget with a start date of July 1st. Midway through the year, staff reviews revenues and expenditures to ensure they are performing as planned. At year-end, revenues and expenditures are again reviewed and amendments are proposed as needed. After conducting a thorough review, the City received higher revenues than anticipated combined with lower expenditures due to salary savings from vacant positions and cost savings efforts.

With Year-End information now available, budget amendments are requested to reflect actual revenue receipts and expenditure trends. At June 30, 2018, the recommended budget amendments totaled \$2,725,730: \$2,119,106 from higher revenues, \$606,624 due to higher expenditures, and \$948,715 from offsetting Transfers In/Out. The revenue adjustments of \$2,119,106 are due to increased Measure C receipts, a newly adopted Capital Facility Fee - Levee Impact Fee, and increased revenue from the Capital Facilities District (CFD) 2013-1 related to the River Islands Development. The increased expenditures of \$606,624 have a corresponding revenue stream; therefore, these expenditures have no impact on the existing available fund balance.

Staff recommends the use of prior year's savings totaling approximately \$4 million in the FY 2017/18 budget as follows:

- \$500 thousand to the Capital Equipment Replacement account to replenish depleted reserves. Throughout the years, the City has replaced obsolete vehicles, equipment, and fixtures without replenishing the Capital Equipment Replacement account; the City is exhausting its reserves and it is recommended for these reserves to be replenished.
- \$2.5 million to the Street Repair Reserves to maintain deteriorating City roads.
- \$1 million to the Retirement Stabilization Reserves account to set aside funds for future retirement unfunded liability.

Additionally, the following staffing updates are recommended to reflect the agency's current personnel structure and future needs:

- Reclass one (1.0) Senior Planner position to Principal Planner.
- Unfund one (1.0) vacant Assistant Community Development Director position.
- Unfund one (1.0) vacant Legal Assistant position.
- Fund one (1.0) Building Inspector I/II position in the FY 2018/19 budget.
- Fund one (1.0) Construction Inspector I/II position in the FY 2018/19 budget.
- Fund one (1.0) Administrative Assistant I/II position in the FY 2018/19 budget.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS
AND AMEND THE FISCAL YEAR 2018/19 BUDGET

With the proposed uses of the Fund Balance Unassigned reserves above, the estimated ending fund balance equates to approximately \$7.9 million or 41% of the actual FY 2017/18 expenditures. The estimated fund balance remains above the 25% recommended target.

REASON FOR RECOMMENDATION:

The recommended FY 2017/18 budget amendments result from changes in estimates and activity through June 30, 2018, and are necessary in order for the City to meet auditing and budgetary requirements.

In addition, setting aside funds for unforeseeable events will prepare the City to effectively endure difficult conditions without affecting its structure and core services.

FISCAL IMPACTS:

The FY 2017/18 and FY 2018/19 budget amendments are as follows:

FISCAL YEAR 2017/18		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-1910-313-03-00	\$1,693,037
ULOP RD – 17 Levee Impact	2315-5010-318-04-06	94,460
RI CFD 2013-1	2640-5068-371-91-10	331,609
Revenue Grand Total:		\$2,119,106
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C	2010-1920-425-16-00	\$556,624
ULOP RD – 17 Levee Impact	2315-5010-420-01-00	50,000
Expenditure Grand Total:		\$606,624
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – LMF	2010-9900-393-00-00	\$677,215
General Fund	1010-9900-393-00-00	271,500
Transfer In Total:		\$948,715
TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-9900-990-90-10	\$677,215
RI CFD 2013-1	2640-9900-990-90-10	271,500
Transfer Out Total:		\$948,715
FUND BALANCE RESERVES – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Capital Equipment	1010-0000-243-00-00	\$500,000
General Fund – Street Repair	1010-0000-251-03-00	2,500,000
General Fund – Retirement Stabilization	1010-0000-251-06-00	1,000,000
Fund Balance Reserves Total:		\$4,000,000

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 10, 2018 CITY COUNCIL REGULAR MEETING
FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS
AND AMEND THE FISCAL YEAR 2018/19 BUDGET

FISCAL YEAR 2018/19		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Sales Tax	1010-15-10-313-01-00	\$335,000
General Fund - State Grants	1010-40-10-331-05-00	\$15,480
General Fund – Transfers In	1010-9900-393-00-00	136,786
Capital Improvement Projects	Various	23,062,241
Revenue Grand Total:		\$23,549,507
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund	1010-50-01-410-11-00	\$90,000
	1010-50-30-410-11-00	120,000
	1010-50-03-410-11-00	125,000
Transfers Out	Various	136,786
Capital Improvement Projects	Various	26,054,381
Expenditure Grand Total:		\$26,526,167

All proposed FY 2018/19 expenditure adjustments have an offsetting revenue stream; therefore, there is no impact to the projected ending fund balance.

COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:

A Feeling of Safety: by achieving financial solvency and complying with fiscal requirements.

ATTACHMENTS:

- A. Resolution Approving the Fiscal Year 2017/18 Year-End Budget Report and Related Amendments and Amend the Fiscal Year 2018/19 Budget.

CITY MANAGER'S REPORT
SEPTEMBER 18, 2017 CITY COUNCIL REGULAR MEETING
FISCAL YEAR END 2017/18 BUDGET REPORT AND RELATED AMENDMENTS
AND AMEND THE FISCAL YEAR 2018/19 BUDGET

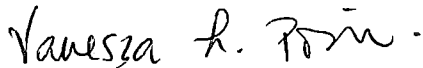
APPROVALS:



Sandra Frias
Budget Manager

9/6/18

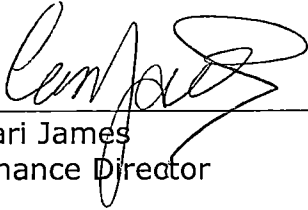
Date



Vanessa Portillo
Deputy Finance Director

9-6-2018

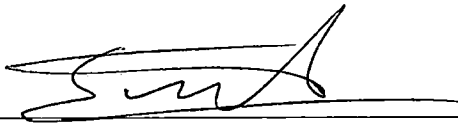
Date



Cari James
Finance Director

9/6/18


Date



Salvador Navarrete
City Attorney

9-6-18

Date



Stephen Salvatore
City Manager

9-6-18

Date

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APROVING THE FISCAL YEAR 2017/18 YEAR-END BUDGET REPORT AND
RELATED AMENDMENTS AND AMEND THE FISCAL YEAR 2018/19 BUDGET**

WHEREAS, the City Council of the City of Lathrop adopted the 2017/18 and 2018/19 Expenditure Budget on June 13, 2017; and

WHEREAS, the City Council of the City of Lathrop has amended the 2017/18 Fiscal Year Expenditure Budget in subsequent actions during the fiscal year; and

WHEREAS, an overview of the City’s mid-year financial condition for Fiscal Year 2017/18 was presented to the City Council; and

WHEREAS, City Staff have proposed amendments to revenues and expenditures to more accurately project estimates for activity in the General Fund and certain other funds; and

WHEREAS, the City Council recognizes the need for budgetary amendments.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the addition of a Building Inspector I/II, Construction Inspector I/II and an Administrative Assistant I/II positions and the year-end budget amendments to the Fiscal Year 2017/18 and 2018/19 Operating Budget as shown below:

FISCAL YEAR 2017/18		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-1910-313-03-00	\$1,693,037
ULOP RD – 17 Levee Impact	2315-5010-318-04-06	94,460
RI CFD 2013-1	2640-5068-371-91-10	331,609
Revenue Grand Total:		\$2,119,106
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C	2010-1920-425-16-00	\$556,624
ULOP RD – 17 Levee Impact	2315-5010-420-01-00	50,000
Expenditure Grand Total:		\$606,624
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – LMFD	2010-9900-393-00-00	\$677,215
General Fund	1010-9900-393-00-00	271,500
Transfer In Total:		\$948,715

TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-9900-990-90-10	\$677,215
RI CFD 2013-1	2640-9900-990-90-10	271,500
Transfer Out Total:		\$948,715
FUND BALANCE RESERVES – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Capital Equipment	1010-0000-243-00-00	\$500,000
General Fund – Street Repair	1010-0000-251-03-00	2,500,000
General Fund – Retirement Stabilization	1010-0000-251-06-00	1,000,000
Fund Balance Reserves Total:		\$4,000,000

FISCAL YEAR 2018/19		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Sales Tax	1010-15-10-313-01-00	\$335,000
General Fund – State Grant	1010-40-10-331-05-00	\$15,480
General Fund – Transfers In	1010-9900-393-00-00	\$136,786
Capital Improvement Projects	Various	23,062,241
Revenue Grand Total:		\$23,549,027
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund	1010-50-01-410-11-00	\$90,000
	1010-50-30-410-11-00	120,000
	1010-50-03-410-11-00	125,000
Transfers Out	Various	136,786
Capital Improvement Projects	Various	26,054,381
Expenditure Grand Total:		\$26,526,167

The foregoing resolution was passed and adopted this 10th day of September, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

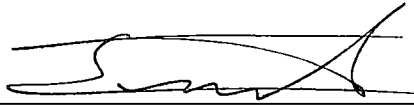
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL MEETING****ITEM_ GRAND JURY REPORT RESPONSE**

RECOMMENDATION: Accept Grand Jury Report and Direct the City Attorney to Submit Letters to the Presiding Judge of the San Joaquin County Superior Court Responding to the Findings and Recommendations of the Grand Jury Report.

BACKGROUND:

In the attached 2017-2018 San Joaquin County Grand Jury report, The Grand Jury makes the observation that the City of Lathrop does not currently have an ethics policy for elected and appointed officials and unrepresented senior staff. The Grand Jury recommends the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff.

Separately, the Grand Jury report states that the City of Lathrop "appears to lack consistency in its code enforcement efforts and has been reluctant to enforce a long-standing problem regarding the illegal parking of commercial trucks in undeveloped areas and areas not properly zoned for such activity". The Grand Jury recommends the City of Lathrop take consistent code enforcement action toward the illegal parking of commercial trucks to reduce the number of occurrences and complaints.

POSSIBLE RESPONSES TO GRAND JURY FINDINGS:

Penal Code Section 933.05 requires the City Council to issue a response in writing to the Presiding Judge of the San Joaquin County Superior Court indicating whether the Council:

- Option 1. Agrees
- Option 2. Disagrees wholly or partially with the findings of the Grand Jury.

POSSIBLE RESPONSES TO GRAND JURY RECOMMENDATIONS:

Penal Code Section 933.05 also requires the City Council to respond to all recommendations contained in the Grand Jury report with one of the following:

- Option 1. The recommendations have been implemented, with a summary regarding the implemented action.
- Option 2. The recommendations have not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- Option 3. The recommendations require further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer

or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable.

Option 4. The recommendations will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

GRAND JURY FINDINGS AND RECOMMENDATIONS WITH PROPOSED RESPONSES:

Grand Jury Finding 4.1: The City of Lathrop does not have an ethics policy for its elected and appointed officials and senior staff such as the City Manager, City Attorney, City Clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust.

Grand Jury Recommendation 4.1: By October 31, 2018, the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff.

The Grand Jury report makes the observation that the City of Lodi has an Ethics Policy. It is included in this presentation as a sample (Attachment B).

Proposed Council Response: Council agrees that the City has not adopted an ethics policy specifically focused on elected, appointed officials, or unrepresented senior employees but the City has adopted a City Council Handbook and the City complies with all State and Federal ethics regulations, including Government Code Section §53235 et. seq., also known as Assembly Bill (AB) 1234, which requires all members of the City Council and commission appointees that receive compensation for their service or reimbursement for expenses related to their official position to attend ethics training. AB 1234 Ethics Training is documented and all records of compliance with AB 1234 Ethics are produced at request. Also, the City of Lathrop Conflict of Interest Code, as mandated by California Government Code (Govt Code) section §81000 et. seq. also known as the Political Reform Act, is required to be reviewed biennially, and is scheduled for Council review and update at today's (September 10, 2018) City Council Meeting. The City's elected and appointed officials as well as the city manager, city attorney, city clerk and unrepresented senior employees are also obligated to comply with State and Federal laws including but not limited to Govt Code Section §53232 Compensation, Govt Code Section §53234 Ethics Training, Govt Code Section §53237 Sexual Harassment Prevention Training and Education, Govt Code Section §53243-53244 Abuse of Office, Govt Code Section §53296-53299 Disclosure of Information: Local Government, Govt Code Section 81000 et. seq. Political Reform, and Labor Code Section §1102.5-1105. Council does not consider it necessary to adopt a redundant policy to repeat the rules and regulations adopted on a State and Federal level.

Grand Jury Finding 7.1: "Lathrop has taken limited code enforcement action toward the illegal parking of commercial trucks and failed to resolve the problem for approximately six years, allowing blight and public safety issues to remain."

Grand Jury Recommendation 7.1: "Lathrop take consistent code enforcement action on the illegal parking of commercial trucks."

Proposed Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. The City of Lathrop Code Compliance Division exercises all powers vested in the City in response to blight and public safety issues, including illegal parking of commercial vehicles. In the past 6 years, Lathrop has initiated a total of 3,830 new code enforcement cases, of which 103 were for illegal parking of commercial trucks. Since October of 2016, Code Enforcement has initiated 1,149 new cases, 20 of which for illegal parking of commercial trucks. Of those 20 cases, 18 have been closed for corrected violations, 2 are currently open and under re-inspections. In addition, the City of Lathrop hired a Code Enforcement Supervisor on 03/12/2018. The City of Lathrop does in fact take consistent code enforcement action on the illegal truck parking of commercial trucks.

Grand Jury Finding 7.2.1: "Lathrop has a vacant budgeted position for code enforcement officer that city officials will not fill at this time. This has exacerbated the illegal truck parking issue."

Grand Jury Finding 7.2.2: "The city has not consistently hired qualified code enforcement officers. This contributes to the lack of reliable code enforcement."

Grand Jury Recommendation 7.2: "Lathrop advertise and fill the vacant position of code enforcement officer, adhering strictly to the job description guidelines."

Proposed Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. The City does not have a vacant, budgeted position for Code Enforcement. The City hired a Code Enforcement Supervisor on 03/12/2018.

Grand Jury Finding 7.3: "Lathrop has no consistent appeals process that could be used to resolve the truck parking issue, causing the issue to persist."

Grand Jury Recommendation 7.3: "Lathrop develop and implement a consistent appeals process that can be used to resolve code enforcement disputes."

Proposed Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. On April 5, 2018 the City of Lathrop provided Grand Jury staff a copy of the City's appeals process; the following are the relevant sections of the Lathrop Municipal Code:

TITLE 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.340 ADMINISTRATIVE HEARING PROCEDURES

1.12.350 PROCEDURES FOR REQUESTING AN APPEALS HEARING

1.12.360 PROCEDURES FOR NOTIFICATION OF ADMINISTRATIVE HEARING

1.12.370 PROCEDURES AT ADMINISTRATIVE HEARING

1.12.380 FAILURE TO ATTEND AN ADMINISTRATIVE HEARING

1.12.390 ADMINISTRATIVE ORDER

RECOMMENDATION:

Staff recommends City Council accept the Grand Jury Report and direct the City Attorney to submit to the Presiding Judge of the San Joaquin County Superior Court responses to the findings and recommendations outlined in the Grand Jury Report.

COUNCIL GOAL(S) ADVANCED BY THIS AGENDA ITEM:

This response to the Grand Jury intends to further the goal of inter-agency cooperation.

FISCAL IMPACT:

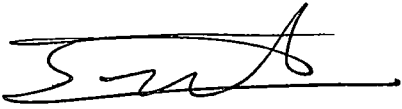
None.

ATTACHMENTS:

- A. Grand Jury Report
- B. Sample City of Lodi Resolution 2004-115 Code of Ethics
- C. Draft Letter to San Joaquin County Superior Court Report #0917
- D. Draft Letter to San Joaquin County Superior Court Report #0117
- E. Lathrop City Council Handbook of Rules and Procedures
- F. Lathrop Municipal Code 1.12.340 ADMINISTRATIVE HEARING PROCEDURES
- G. Lathrop Municipal Code 1.12.350 PROCEDURES FOR REQUESTING AN APPEALS HEARING
- H. Lathrop Municipal Code 1.12.360 PROCEDURES FOR NOTIFICATION OF ADMINISTRATIVE HEARING
- I. Lathrop Municipal Code 1.12.370 PROCEDURES AT ADMINISTRATIVE HEARING
- J. Lathrop Municipal Code 1.12.380 FAILURE TO ATTEND AN ADMINISTRATIVE HEARING
- K. Lathrop Municipal Code 1.12.390 ADMINISTRATIVE ORDER

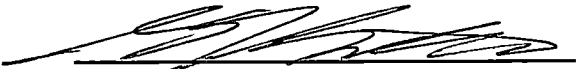
**CITY MANAGER'S REPORT
SEPTEMBER 10, 2018 CITY COUNCIL MEETING
GRAND JURY REPORT RESPONSE**

APPROVALS:



Salvador Navarrete
City Attorney

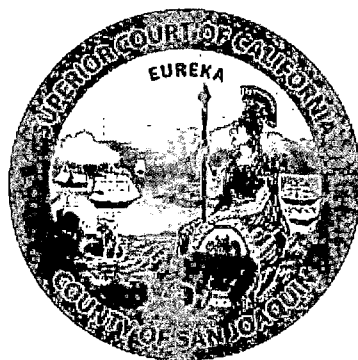
9-4-18
Date



Stephen J. Salvatore
City Manager

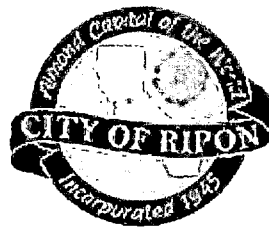
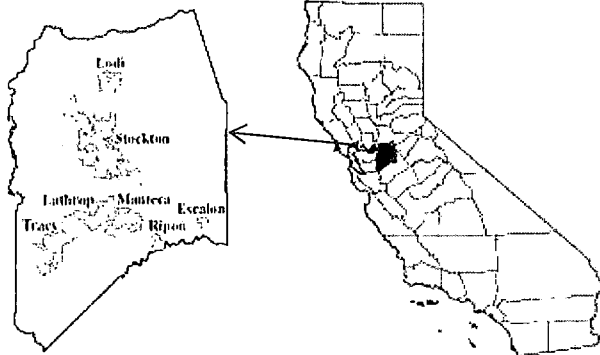
9.6.18
Date

SAN JOAQUIN COUNTY GRAND JURY

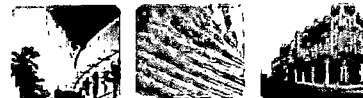


FINAL REPORT 2017-2018

<http://www.sicourts.org/grandjury>



S CITY OF STOCKTON



Contents

Section I: Introduction..... 1

Section II: Investigations..... 11

Section III: Law and Justice 150

Section IV: Follow-Up 171

Section V: Tours and Presentations 219

Section VI: Grand Jury Process and Organization..... 226

Table of Contents

Section I

Letter from Hon. George J. Abdallah, Jr.1

Letter from Grand Jury Foreperson.....2

Roster of Grand Jurors5

Photograph of Grand Jurors.....5

Introduction



Superior Court of California, County of San Joaquin

180 E. Weber Avenue, Ste 1306J

Stockton, CA 95202

Telephone: (209) 992-5695

*Hon. George J. Abdallah, Jr.
Judge of the Superior Court*

June 13, 2018

The Superior Court of California, County of San Joaquin thanks and commends the 2017-2018 Civil Grand Jurors for their conscientious efforts on behalf of all San Joaquin County citizens. Guided by experienced leadership of Foreperson Ward Downs the Jurors undertook and completed their duties with great industry, intelligence and care in the service of their fellow citizens.

The Civil Grand Jury is composed of qualified individuals drawn at random from the community and those nominated by community leaders. The chosen citizens serve as an independent body under the court's authority. The 2017-2018 San Joaquin County Civil Grand Jury now takes its place in a long history of citizen involvement in civic life which was born in the English Common Law of 1166, adopted during the American Colonial period and codified in California in the 1880's. The 2017-2018 Civil Grand Jurors' thoughtful and constructive recommendations will help ensure the highest quality civic life to which all citizens are entitled.

As the Judge Advisor, it has been my privilege to review the work of the 2017-2018 Civil Grand Jury. This committed group of citizens delved into a broad range of issues which touch the lives of citizens throughout our communities. Additionally, the Grand Jurors made diligent efforts to follow through the work of their predecessors thereby assuring their fellow citizens that the San Joaquin County Civil Grand Jury as an institution has a continuity that strengthens its role and operations from year to year.

The time, energy, efforts and commitment of these devoted citizens has and will continue to better the civic life of all San Joaquin County residents. To each member of the 2017-2018 San Joaquin County Civil Grand Jury, for your many accomplishments the Superior Court extends its gratitude and congratulations.

Sincerely,

A handwritten signature in black ink that reads "George Abdallah".

Hon. George J. Abdallah, Jr.

Judge of the Superior Court

Advisor to the San Joaquin County Grand Juries



Grand Jury
COUNTY OF SAN JOAQUIN
180 E. Weber Avenue, Suite 1114
Stockton, CA 95202
Telephone: (209) 468-3855

June 18, 2018

Hon. Linda L. Lofthus
Presiding Judge
Superior Court of California
County of San Joaquin
180 E. Weber Avenue, Suite 1306J
Stockton, CA 95202

Hon. George J. Abdallah, Jr.
Judge of the Superior Court and
Advisor to the San Joaquin County Grand Juries
County of San Joaquin
180 E. Weber Avenue, Suite 1306J
Stockton, CA 95202

On behalf of the San Joaquin County Civil Grand Jury, I am honored to present to you and the citizens of San Joaquin County the Final Report for 2017-2018.

This report represents the results of the work of the Grand Jury over the last twelve months. The jury was able to consider 30 complaints, conduct over 100 interviews, examine many documents, attend public meetings and spend untold hours meeting, writing and editing.

In order to appraise the efficiency, honesty and transparency of local government it is necessary for the body to perform consistently and conscientiously. The Grand Jury opened many cases, four of which resulted in completed investigations. They contain more than 45 findings leading to more than 50 recommendations. All city Councils as well as the San Joaquin County Board of Supervisors will be required to respond to these reports.

In addition to the completed investigations the Grand Jury Continuity Committee issued nine follow-up reports after interview a multitude of individuals and examining hundreds of documents. The result of this committee's work ensures that the residents of San Joaquin County will know whether those government agencies actually did what they said they would do. Fortunately, three of the reports contain commendations for agencies that went above and beyond previous grand jury recommendations.

The Grand Jury fulfilled its mandate to inspect all prisons, jails and juvenile detention facilities. This year a focus on fire safety at these institutions resulted in additional, important information. Grand jurors also observed the work of public servants throughout the county by riding along with law enforcement and fire personnel.

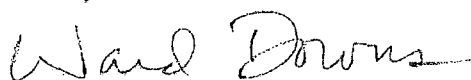
In the process of completing its duties the Grand Jury interacted with many persons throughout the county. All were cooperative, and the jury wishes to thank them. As always, the advisors were indispensable to this year's efforts. Judge George Abdallah, Assistant District Attorney Scott Fichtner, County Counsel Mark Myles were always available to provide sound advice. As usual

Trisa Martinez, Judicial Secretary, supported the jury with hard work and a great sense of humor. Working with her has been a joy.

Richly deserving in salutations are the jurors, who spent many days per week on the 11th floor of the new courthouse. I wish to thank them. The goal of the work is to produce high quality reports which make a positive difference in the lives of the citizens of San Joaquin County. That goal has been achieved.

Lastly, I want to thank you for the opportunity to lead this year's Grand Jury. It has been a memorable experience.

Sincerely,

A handwritten signature in cursive script that reads "Ward Downs". The signature is written in black ink and is positioned below the word "Sincerely,".

Ward Downs, Foreperson
2017-2018 San Joaquin County Grand Jury

2017-2018 Grand Jurors

Name	City	Occupation
WARD DOWNS, Foreperson	Stockton	Educator, retired
RUTH BROWN, Vice-foreperson	Stockton	Educator, retired
FAYE GIBBS, Secretary	Ripon	Accounting Administrator, retired
ANTHONY DELGADO, Sgt. at Arms	Manteca	Law enforcement, retired
<hr/>		
JOSEPH ARGUIJO	Stockton	Probation officer, retired
STEVE BECKHAM	Woodbridge	Businessman, retired
RANDY DONIS	Stockton	Executive mgmt., retired
MARY EATON	Escalon	Educator, retired
BOB EMMER	Lodi	Businessman, retired
RYAN GRESHAM	Stockton	Realtor
PATRICIA HAGUE	Stockton	Educator, retired
WILLIAM JOHNSON	Stockton	Pastor, retired
DIANA LOWERY	Stockton	Consulting, owner
JAMES MCBRIDE	Stockton	English Professor, retired
FRED R. MIRAMONTES, JR.	Stockton	Administrator, retired
THERESA RUIZ	Manteca	Human resources, retired



Section II

Code Enforcement Departments of San Joaquin County
(Case No. 0117)..... 9

Office Emergency Services - Operational Assessment
(Case No. 0417) 21

Shining Light in the Dark Corners - *Is the Office of Violence
Prevention Worth the Money?*(Case No. 0817) 35

San Joaquin County Municipality Ethics Policies
(Case No. 0917) 47

Investigations

San Joaquin County Grand Jury



Code Enforcement Departments of San Joaquin County

2017-2018 Case #0117

Summary

On August 26, 2017, the San Joaquin County Civil Grand Jury examined the various code enforcement departments within San Joaquin County. The scope of the inquiry involved identifying the various departments and determining the level of enforcement. The Grand Jury determined that the areas that fall under code enforcement, including blight, abandoned vehicles, structural hazards, and illegal commercial truck parking have a direct effect on the quality of life for residents of San Joaquin County.

The Grand Jury found that several code enforcement departments are still experiencing the effect of the housing crash of 2008 and the subsequent budget and staff reductions. Stockton and some of the surrounding areas were deeply impacted by the city's bankruptcy declaration in 2012. Many agencies still function with minimal staff, employees serve in multiple roles, and volunteers fill needed vacancies. Agencies must work to generate voluntary compliance in creative and cost-effective ways.

The City of Stockton has the largest code enforcement department in the county and is the only proactive (non-complaint-driven) agency. The most recent approach Stockton has developed is blitz teams that combine the services of code enforcement officers, uniformed police, and community members to address all illegal activity one neighborhood at a time. The blitz teams address code violations, illegal activities, and nuisance complaints with input from people in the neighborhood. One to three teams operate simultaneously in different neighborhoods and move to new areas once the problems have been addressed.

The City of Lathrop appears to lack consistency in its code enforcement efforts. Lathrop has experienced budget and staff reductions like other cities in the county but has also experienced significant employee turnover in high-level positions. Lathrop has also been reluctant to enforce a long-standing problem regarding the illegal parking of commercial trucks in undeveloped areas and areas not properly zoned for such activity.

Major Findings

- The cities of Escalon, Ripon, Manteca, Lodi, Tracy and the community of Mountain House are still affected by the budget and staffing reductions resulting from the 2008 housing crash. The result is enforcement that is reactive instead of proactive.
- The City of Lathrop has taken limited code enforcement action towards the illegal parking of commercial trucks and failed to resolve the problem for more than six years, allowing blight and public safety issues to remain.
- The City of Stockton has incorporated the code enforcement department into a section of the Stockton Police Department which has improved the level of overall code enforcement; numerous proactive code enforcement programs respond to code violations within a neighborhood.

Major Recommendations

- Explore budget options, use of volunteers, and possible grant funding to improve code enforcement.
- Lathrop take consistent code enforcement action toward the illegal parking of commercial trucks to reduce the number of occurrences and complaints.

Background

San Joaquin County covers an area of 1,426 square miles with approximately 740,000 residents. The county has seven incorporated cities: Escalon, Lathrop, Manteca, Tracy, Lodi, Ripon, and Stockton. Mountain House is a planned community operating in its own special district. In addition, several townships and neighborhoods exist in the unincorporated areas and are served by the county code enforcement department.

Due to the housing market crash and subsequent drop in tax revenues in 2008 and the City of Stockton bankruptcy in 2012, essential city services were cut throughout the county. Code enforcement agencies were particularly hard-hit with staffing and budget reductions.

To aid the inquiry, the Grand Jury developed and sent out code enforcement surveys to the seven incorporated cities, Mountain House, and San Joaquin County to gather information about the communities and their code enforcement practices.

The survey requested the following information:

- Size of community
- Department staffing levels
- Common code enforcement violations encountered
- Most severe code enforcement related violation(s)
- Complaints received
- Type of response format used, that is reactive (complaint-driven) or proactive (action-oriented instead of complaint-driven)
- Yearly budget

For the purposes of this report, the Grand Jury used the following definition, derived from a presentation on code enforcement, as an example of the qualifications necessary for a code enforcement officer:

having the ability to independently perform a full range of municipal code enforcement and compliance duties. A code enforcement officer needs the ability to interpret and apply applicable codes, ordinances, and regulations related to zoning, nuisance abatement, and health and safety issues. An officer also needs to inspect and identify violations of applicable codes and ordinances.¹

Reason for Investigation

The decision to investigate code enforcement agencies in San Joaquin County grew out of early discussions among the grand jurors questioning how effectively the agencies functioned and if their work improved the quality of life for residents in San Joaquin County.

Method of Investigation

Review of Materials

- City and agency web sites
- Code enforcement department survey
- City of Lathrop Consulting Service Agreement (also referred to as Amendment 1 to the professional services agreement with the most recent code enforcement contractor)
- City of Lathrop Code Compliance Supervisor job description

Interviews Conducted

- Code enforcement-related personnel
- Administrative personnel
- Elected official

¹ Presentation to the Grand Jury by Neighborhood Services, Stockton Police Department

Sites Visited

- City of Escalon
- City of Lathrop
- City of Lodi
- City of Ripon
- City of Stockton
- City of Tracy
- Mountain House planned community
- San Joaquin County Community Development Department (unincorporated areas)
- City of Manteca declined a site visit

Discussions, Findings, and Recommendations

This section contains a brief overview of the departments that responded to the Grand Jury survey as described in the Background section of this report.

1.0 City of Escalon

Escalon has a population of approximately 7,200. Currently there is no budget for code enforcement and the code enforcement position was eliminated in 2008. Code enforcement responsibilities are spread over multiple departments such as development services, public works, and on some occasions the police department.

Requests for code enforcement are complaint-driven. Code enforcement does accept anonymous complaints. Due to the small size of the community, the city believes anonymous complaints protect the privacy of residents.

The main code enforcement issues at this time are weeds, rubbish, and nuisance abatement. An appeals process exists to resolve contested non-compliance disputes.

Escalon is also adopting new city ordinances to increase code violation fines and property tax liens. In addition, the city is exploring the possibility of adopting a new ordinance to address abandoned automobiles on private property.

Finding

F1.1 Escalon is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue.

Recommendations

R1.1 Escalon explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

2.0 City of Lodi

Lodi has a population of approximately 65,000. The code enforcement department has one full-time code enforcement officer who works under the direction of the Lodi Police Department. The department is complaint-driven, accepts anonymous complaints, and an appeals process exists to resolve contested non-compliance disputes.

The code enforcement department responds to issues involving portable basketball hoops in city streets, trash or debris, weed abatement, vehicles parking on residential lawns, and the homeless trespassing on private property.

Lodi estimates its homeless population to be 100-150. The amount of trash, debris, and human waste generated by them has been growing. The city expects the population to steadily increase over time and has increased referrals to assistance organizations in an effort to keep pace with the demand for services.

The Lodi Police Department recently started using senior volunteers to place door hanger violation notifications at all residences reported to be in violation. According to police department statistics, the door hanger notices are responsible for generating a 62% level of voluntary compliance.

Findings

F2.1 The City of Lodi is still experiencing budget and staffing reductions created by the housing crash in 2008 but is using senior volunteers to deliver notices of code violations, resulting in a voluntary compliance rate of 62%.

F2.2 The homeless population continues to grow and creates increased blight and health hazards.

Recommendations

R2.1 Explore budget options and grant funding to improve code enforcement.

R2.2 Plan for future expansion of code enforcement efforts to meet the increasing needs of the community, including the homeless population.

3.0 City of Manteca

Manteca has a population of approximately 77,000. The code enforcement department has one code enforcement supervisor and one code enforcement officer and operates under the direction of the Manteca Police Department Services Division. The code enforcement department is complaint-driven and accepts anonymous complaints. The department currently responds to issues involving weed abatement, zoning issues (primarily involving motorhomes, trailers, and other unauthorized vehicles), and trash and debris. An appeals process exists to resolve contested non-compliance disputes. The city primarily focuses on enforcing city ordinances such as trash receptacles being left in the street and unauthorized vehicles being parked in residential driveways.

Finding

F3.1 Manteca is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue.

Recommendation

R3.1 Manteca explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

4.0 The City of Ripon

Ripon has a population of approximately 15,000. Code enforcement duties are managed by the Ripon Police Department and handled by a Ripon Police Department Community Service Officer (CSO). The CSO dedicates approximately 25% of her assigned duty time to code enforcement issues which include trash and debris, weed abatement, and abandoned automobiles. Code enforcement responses are complaint-driven and the department accepts anonymous complaints. An appeals process exists to resolve contested non-compliance disputes.

Finding

F4.1 Ripon is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue.

Current staffing levels require that one employee perform multiple duties including code enforcement, animal control, part-time communications dispatch, and other duties as assigned.

Recommendations

R4.1 Ripon explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

5.0 City of Tracy

Tracy has a population of approximately 90,000. The code enforcement department consists of one code enforcement manager and four code enforcement officers. The department is complaint-driven and accepts anonymous complaints. The department primarily focuses on structural inspections, building code enforcement, state housing law enforcement, illegal dumping, illegal signage, graffiti abatement, zoning law enforcement, unauthorized use of motorhomes as primary living spaces, and abandoned shopping carts.

In an effort to keep pace with the level of incoming complaints, the department has implemented a proactive measure of using available media to distribute public information and educational materials in an effort to heighten awareness and generate voluntary compliance. An appeals process exists to resolve contested non-compliance disputes.

Findings

F5.1 Tracy is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue.

Recommendations

R5.1 Tracy explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

6.0 Community of Mountain House

The community of Mountain House has a population of approximately 20,000. Mountain House is a planned community that operates within its own special district. Unlike other communities in San Joaquin County, Mountain House relies on governing documents such as CC&R's (Covenants, Conditions and Restrictions) as well as established homeowner rules and regulations to generate compliance and reduce the need for code enforcement. As a result, code enforcement calls and responses are limited due to the level of voluntary compliance generated by the community's master plan governing documents.

There is one full-time administrative employee assigned to work part-time on code enforcement. Code enforcement is complaint-driven, and the community accepts anonymous complaints. A modified appeals process conforms to the existing CC&Rs and rules and regulations.

Mountain House is experiencing an increase in illegal dumping many believe is due to the community's proximity to the freeway interchange along I-205.

Findings

F6.1 Mountain House is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue

. Recommendations

R6.1 Mountain House explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

7.0 City of Lathrop

Lathrop has a population of approximately 22,000. The code enforcement department consists of one code enforcement supervisor (approximately 30 hours per week) and one vacant position for code enforcement officer. (This position has been budgeted but remains unfilled). Code enforcement duties are supplemented by one full-time building inspector working on a part-time basis. Lathrop has used a variety of private contractors as code enforcement officers on a full or part-time basis. The most recent code enforcement contractor did not meet the qualifications of a code enforcement officer according to the posted job description and was later elevated to the position of code enforcement supervisor. Lathrop has also been reluctant to enforce a long-standing problem regarding the illegal parking of commercial trucks in undeveloped areas and areas not properly zoned for such activity. Citizen complaints have brought this issue to light. City administrators claim that enforcement of the illegal truck parking issue would create a financial hardship for the truck drivers and property owners involved.

The code enforcement department is complaint-driven and also accepts anonymous complaints. It deals primarily with trash and debris, weed abatement, abandoned automobiles, and the illegal



parking of commercial trucks. At the time of this report, an appeals process does not exist to resolve contested non-compliance disputes. Lathrop has experienced a high turnover rate among employees in key positions. In the last six years, there have been four public works directors as well as vacancies in the city engineering department, the building department, and the personnel department. The current city manager was originally hired as a public works director before being elevated to the position of city manager and has served as interim public works director.

Lathrop has taken limited enforcement action regarding illegal commercial truck parking and has shown no signs of eliminating the problem. The lack of an appeals process contributes to this problem.

Findings

F7.1 Lathrop has taken limited code enforcement action toward the illegal parking of commercial trucks and failed to resolve the problem for approximately six years, allowing blight and public safety issues to remain.

F7.2.1 Lathrop has a vacant budgeted position for code enforcement officer that city officials will not fill at this time. This has exacerbated the illegal truck parking issue.

F7.2.2 The city has not consistently hired qualified code enforcement officers. This contributes to the lack of reliable code enforcement.

F7.3 Lathrop has no consistent appeals process that could be used to resolve the truck parking issue, causing the issue to persist.

Recommendations

R7.1 Lathrop take consistent code enforcement action on the illegal parking of commercial trucks.

R7.2 Lathrop advertise and fill the vacant position of code enforcement officer, adhering strictly to the job description guidelines.

R7.3 Lathrop develop and implement a consistent appeals process that can be used to resolve enforcement disputes.



8.0 County of San Joaquin

The neighborhoods and townships that comprise the unincorporated areas of San Joaquin County have a population of approximately 155,000. The Code Enforcement Department consists of three full-time code enforcement officers and one part-time clerk. San Joaquin County code enforcement officers are certified to enforce codes. The department is complaint-driven, accepts anonymous complaints, and focuses its enforcement efforts in the areas of zoning, development codes, land use, abandoned automobiles, trash and debris, and illegal parking of commercial trucks and equipment. Weed abatement issues are handled by fire services, and an appeals process exists to resolve contested non-compliance disputes.

Although the county code enforcement department has been taking active enforcement action toward the illegal parking of commercial trucks for approximately ten years, the department has continued to see an increase in violations, especially on agricultural and undeveloped land. The department has employed the resources of the district attorney's office and county environmental health department in addressing this problem.

Finding

F8.1 The county actively pursues the illegal parking of commercial trucks in unincorporated areas but, due to the large amount of undeveloped land, it is difficult to enforce the code. This has led to complaints.

Recommendation

R8.1 San Joaquin County continue to expand its enforcement efforts to prohibit illegal commercial truck parking.

9.0 City of Stockton

The City of Stockton has a population of approximately 315,000. The Stockton Code Enforcement Department operates under the neighborhood services section of the Stockton Police Department. The code enforcement department is staffed by 44 full-time employees, 26 of them certified code enforcement officers.

The code enforcement department is both proactive and complaint-driven. It responds to a variety of code enforcement violations including unsafe, unhealthy, or unsightly conditions in homes or neighborhoods, enforcing building, vehicle, and housing codes. The Stockton Code Enforcement Department also provides enforcement for unsecured and vacant properties, dangerous buildings, illegal dumping, overgrown vacant lots, graffiti, and abandoned or junked automobiles. One serious current issue involves trash and debris generated by the homeless population.

An appeals process exists to resolve contested non-compliance disputes, and the code enforcement department is currently trying to expand the number of hearing officers. They are generally volunteer attorneys.

The neighborhood blitz team is a positive example of a proactive approach to code enforcement issues. The department identifies specific geographic areas in Stockton that are struggling with blight and high crime. Code enforcement officers and uniformed police officers address overall health and safety issues in the neighborhood by employing neighborhood services, code enforcement strategies, contemporary community policing practices, and active citizen engagement to develop and implement improvement plans.

The code enforcement department recently obtained a grant to begin enforcing waterway-related issues such as blight and abandoned boats.

Findings

F9.1 Stockton has moved the code enforcement department into a section of the Stockton Police Department. This enables a response team to quickly address areas riddled with crime and blight.

F9.2 Stockton has implemented a number of proactive code enforcement programs that respond to code violations with a neighborhood focus.

Conclusion

It is apparent there is a direct correlation between tax revenue and public agency staffing levels. The difficulty for most code enforcement departments will be trying to find the balance between budget constraints and current and future community demands. The lingering effects of the housing crisis, Stockton's bankruptcy, and increasing numbers of homeless have taxed code enforcement agencies throughout the county. Stockton and Lodi have pioneered innovative programs to increase services. Code enforcement continues to be a challenge throughout the county, and continues to outpace the resources available. However, the Grand Jury commends most communities in the county for doing their best to meet the needs of their citizens.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Escalon City Council shall respond to the applicable findings and recommendations in Section 1.0.

The Lodi City Council shall respond to the applicable findings and recommendations in Section 2.0.

The Manteca City Council shall respond to the applicable findings and recommendations in Section 3.0.

The Ripon City Council shall respond to the applicable findings and recommendations in Section 4.0.

The Tracy City Council shall respond to the applicable findings and recommendations in Section 5.0.

The Mountain House Board of Directors shall respond to the applicable findings and recommendations in Section 6.0.

The Lathrop City Council shall respond to the applicable findings and recommendations in Section 7.0.

The San Joaquin County Board of Supervisors shall respond to the applicable findings and recommendations in Section 8.0.

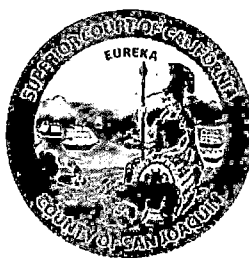
The Stockton City Council shall respond to the applicable findings and recommendations in Section 9.0.

Please mail or hand deliver a hard copy of the response to:

Honorable Linda L. Lofthus, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at grandjury@sjcourts.org

San Joaquin County Grand Jury



Office of Emergency Services Operational Assessment 2017-2018 Case #0417



Summary

What would happen if tomorrow there was an emergency disaster in San Joaquin County? The location and extent of the disaster would be identified and the appropriate first responder emergency services (such as fire, medical, law enforcement) would be assigned. Who is responsible for coordinating and directing these disparate services to the scene?

What about the ensuing services such as hospitals, mass population shelters, food, water, first aid, evacuation assistance, evacuation routes, coordinating public transportation for evacuations, public emergency alerts, and directions?

And finally, at the conclusion of the crisis who is responsible for directing recovery efforts and assisting the public in obtaining relief aid and reimbursement from the government? The answer is the San Joaquin County Office of Emergency Services (OES). The OES is also responsible for creating and maintaining mandatory emergency plans to support the coordination of county emergency services. These plans are critical to obtaining aid and reimbursement from agencies such as the Federal Emergency Management Agency (FEMA). Without current approved plans in place, citizens could be denied compensation.

The ability of the OES to swiftly and smoothly carry out its emergency plans is critical to the physical safety and property protection of every citizen in the county.

The OES's efforts are detailed in the Emergency Operations Plan (EOP), a comprehensive document to address each of the essential services mentioned above. However, a recent consultant's assessment has identified serious deficiencies in the EOP.

Examples of EOP deficiencies include:

- The County's Memorandum of Understanding (MOU) with the Red Cross is out dated and the Red Cross no longer maintains a physical presence in San Joaquin County.
- The consultants submitted the EOP assessment in November, 2016. To date, only one of ten key findings/recommendations has been completed.
- The consultant ranked 161 of the EOP's mandated components and annexes (see glossary). Eighty-four of the documents were deemed "Satisfactory." The remaining 48% were deemed as "Partially Meets Requirements" or "Needs Improvement."

Glossary

- **Annex:** Refers to a separate category, element or addition to a plan or document.
- **Crosswalk:** A table that shows the relationship between two other tables. In relational model theory, this is known as an associative entity.
- **ESF:** Emergency Support Function; grouping of resources into an organizational structure such as transportation, EMS, and mass casualty care to provide support services.
- **MOU:** Memorandum of understanding; an agreement between two or more parties.
- **Stafford Act:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Stafford Act is a 1988 amended version of the Disaster Relief Act of 1974. It is designed to bring an orderly and systematic means of federal natural disaster assistance for state and local governments in carrying out their responsibilities to aid citizens.
- **Stakeholder:** An organization or system of members or participants who have an interest in the success of a specific plan.

Background

The San Joaquin County Office of Emergency Services acts as coordinator for all agencies responding to local disasters. It is responsible for coordinating emergency services such as first responders, fire districts, law enforcement agencies, traffic control, evacuation planning, community shelters, first aid, and providing food and water.

During a disaster, OES is responsible for communicating vital emergency information to affected citizens such as evacuations or the location of public shelters. The office is also responsible for disseminating public emergency preparedness information throughout the county. OES is responsible for maintaining emergency planning documents, including those required by the state and federal governments.

Until recently, the San Joaquin County Code directed that the chairman of the Board of Supervisors serve as the Director of Emergency Services. Most local governments in California now designate the chief executive or administrative officer as the Director of Emergency Services. This organizational structure leverages the executive/administrator's authority and ensures continuity within the emergency management organization and supervision of day-to-day emergency preparedness activities.

In January 2018, the County Code was modified to reflect this concept. The designated Director of Emergency Services is now the county administrator and the head of the Office of Emergency Services is deputy director. The deputy director reports to the administrator through the General Services Office.

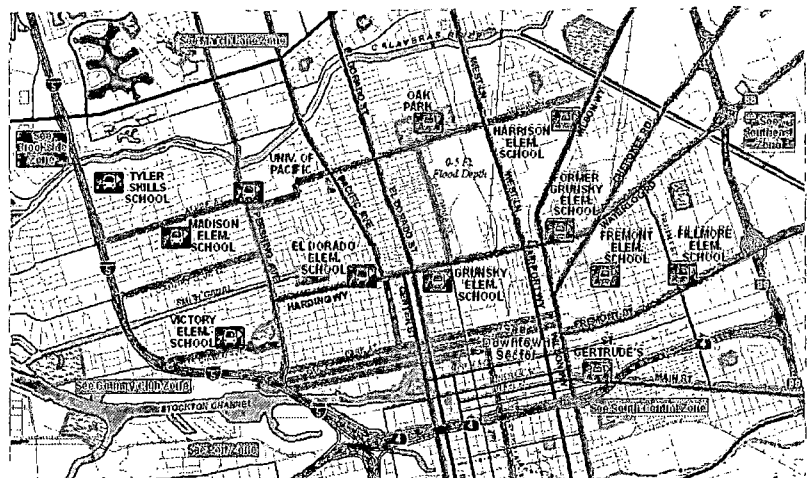
Reason for Investigation

The OES influences safety, property, and quality of life for every citizen in the County. The 2017-2018 Grand Jury was initially concerned with the level of emergency outreach efforts in the county. After early interviews, the Grand Jury learned of the existence of an outside consultant's report on the Emergency Operations Plan. After reviewing the report, the focus of the investigation expanded to include the deficiencies found in it.

Method of Investigation

Materials Reviewed

- Consultant's report
- OES public awareness brochures
- OES website
- OES PowerPoint briefing
- State and federal OES websites including FEMA



Central Stockton Evacuation map

- County school districts' compliance survey
- Work flow summary

Interviews Conducted

- San Joaquin County Board of Supervisors
- Current and retired administrators
- San Joaquin County staff

Sites Visited

- Operational Area Emergency Operations Center, Stockton, California

Discussions, Findings, and Recommendations

1.0 EOP Assessment Plan

In early 2016, the County ordered an assessment and recommendations report on the status of the Emergency Operations Plan. The report was prepared by the Pasadena, California consulting firm, Tetra Tech Inc. Their final report was released in November 2016. The cost of the report was \$28,772.

The report found significant shortcomings in the plan. These deficiencies have left the county at risk. Expired MOU agreements could leave the county without critical services to protect and provide for citizens. Outdated and expired plans jeopardize the county's and citizens' ability to obtain disaster reimbursement or recovery funding from state and federal sources.

Tetra Tech Inc. submitted its final report to county administrators in November of 2016. The Executive Summary portion of the report identified ten key findings and recommendations for plan improvement. (See Appendix 1).

As of March 2018, only one (item #7, "The designation of the role of Director of Emergency Services could be amended") of the ten key recommendations has been completed. Since the report's release many months ago, no other recommendations have been carried out.

Since the time of the report's release, minimal action has been taken to address the EOP deficiencies. Contributing to this delay were differing management priorities, lack of staff direction, and problematic communication among management.

Although released in November 2016, the final report was not presented to OES planning staff until approximately June or July of 2017, a delay of at least eight months.

During a staff meeting, planners (who are directly responsible for the creation and maintenance of the Emergency Operations Plan) were informed the assessment was available on an OES shared computer server for their review. They were invited to look at it if they desired, but they were not given any direction to do so, nor did they receive instructions to correct plan deficiencies.

Throughout Tetra Tech’s period of investigation and research, the OES management and staff were excluded from the process. They were denied access to the researchers and were never asked to contribute to the study.

Although the report was released in November of 2016, the Grand Jury learned that many of the county’s elected officials were unaware of the report’s existence.

Findings

F 1.1 Elected officials were not adequately informed of the final Tetra Tech assessment.

F1.2 Since November 2016 only one of ten recommendations has been implemented, leaving the county with an inadequate plan.

Recommendations

R1.1.1. By July 31, 2018, the county’s elected officials be briefed by the county administrator on the Tetra Tech assessment and the plan for completion.

R1.1.2. By September 30, 2018, the county’s elected officials be briefed by the county administrator on the OES implementation progress

.R 1.2.1. By August 31, 2018, the Office of Emergency Services develop a plan to carry out Executive Summary Key Findings and Recommendations as found in the Tetra Tech assessment and include project deadlines, additional resources, staffing, and funding necessary to complete the tasks.

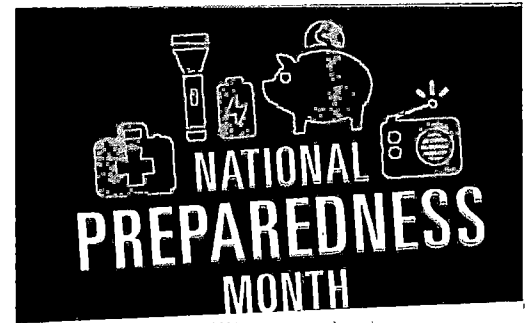
R1.2.2. By December 31, 2018, the OES fully implement the above plan.

2.0 Memorandum of Understanding

The County EOP Plan relies heavily on the American Red Cross. The current mass care plan indicates a high reliance on the American Red Cross as the primary agency for providing mass care support. The Red Cross no longer maintains a presence in San Joaquin County.

“The 1975 American Red Cross MOU indicates that the agreement is between the San Joaquin Chapter of the American Red Cross and the County of San Joaquin. The San Joaquin Chapter of the American Red Cross no longer exists after the American Red Cross

organizational restructure via the One Red Cross Initiative beginning in 2010.”²



² Assessment Report, page 9

“Memorandum of Understanding (MOUs) should be reviewed for completeness and expiration. During a review of the MOUs provided, multiple MOUs were found to be extremely outdated. While the agreements overview indicated that some of these agreements do not have an expiration date, their structuring of many organizations suggests that these MOUs should be revisited and revised.

Some MOUs were not executed or were unclear. For example, the School Crisis MOU does not delineate the specific schools participating in the agreement.”³

Finding

F2.1 Without a physical presence in San Joaquin County, the American Red Cross may have logistical delays and problems delivering mass care services.

Recommendation

R2.1 A provider or providers of mass care services be identified and appropriate contracts or MOU’s be signed by December 31, 2018, and documentation provided to the Grand Jury.

3.0 Tetra Tech, Inc. EOP Assessment Crosswalk

Tetra Tech provided a document called “Crosswalk.” It contained a quality/compliance review of 161 relevant plans and annexes. For example, under Planning Requirements the Crosswalk states the process for engaging the whole community needs improvement. These documents were evaluated and ranked as “N” for “Needs Improvement,” “P” for “Partially Meets,” or “S” for “Satisfactory” for meeting the specified requirements. Forty-one documents were identified as Needs Improvement. Thirty-six documents were assigned Partially Meets Standards. The remaining eighty-four plans were deemed Satisfactory.

F3.1 . In total, nearly half or 48% of all the plans are deficient and require improvements to meet compliance standards.

Recommendation

R3.1. By December 31, 2018, correct all the deficiencies listed as “N” and “P” in the Crosswalk with confirmation provided to the Grand Jury.

³ Assessment Report, page iii

4.0 Grant Funding

The OES receives about 47% of its annual funding from government grants. The remainder of its funding comes from the county's general fund.

Finding

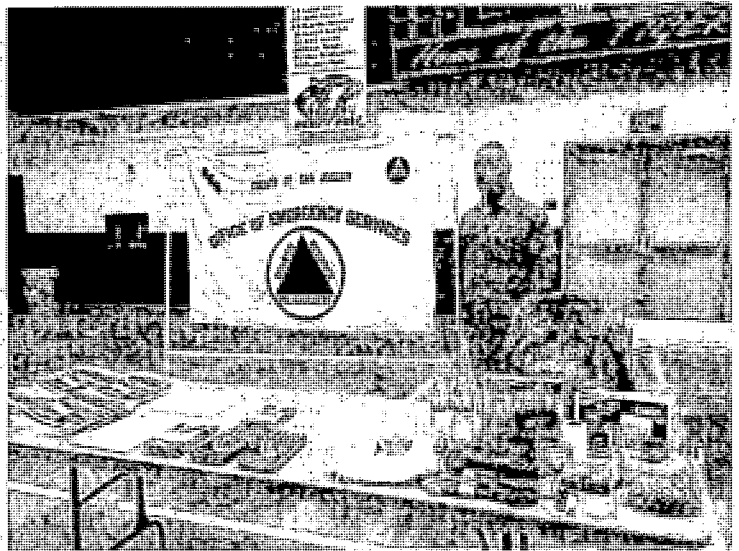
F4.1. If the grants were unavailable, no contingency plan is in place to provide alternative funding sources.

Recommendation

R4.1. Create and implement a contingency plan for providing alternative funding sources by December 31, 2018.

5.0 Public Outreach

During the 2016-2017 budget year, OES spent \$10,918 on public information efforts or outreach. This figure represents the 177 hours that OES staff planners spent in the field performing activities “such as social media, organized block parties, retirement facilities, website postings, video spots, schools, town hall meetings and participation in designated preparedness months.”



Finding

F5.1 .These figures indicate that, on average, fewer than fifteen hours per month were spent on outreach activities. This is less than adequate to fully inform the 726,105 county residents about disaster preparedness.

Recommendations

R5.1.1 .EOS increase its outreach efforts to include sharing emergency preparedness reminders regularly on social media Facebook groups such as Memories of Stockton, Stockton Midtown Community Watch, and In and About San Joaquin County.

R5.1.2. OES partner with Neighborhood Watch programs to provide preparedness education with each newly-formed group.

R5.1.3 .OES create a comprehensive educational outreach message using both paid and free media formats.

R5.1.4 .OES insert preparedness information including evacuation maps in taxpayers' property tax bills.

6.0 County Staff Familiarity

“County staff familiarity with and understanding of the EOP is minimal. Most major emergency events are addressed by a relatively select number of staff who depend upon their personal experience to guide them. However, the EOP is intended to inform the much larger community during events which may exceed the response capacity of county departments and local stakeholders.”⁴

Finding

F6.1. County staff familiarity with and understanding of the EOP is minimal and hampers an effective response in a disaster.

Recommendation

R6.1. By December 31, 2018 develop a regular and sustained method for the OES to interact with county staff and key stakeholders on the EOP plan.

7.0 Disaster Recovery

“Disaster Recovery warrants an expansion of effort. Recent events have repeatedly demonstrated that disaster recovery activities are often more challenging for local jurisdictions than response.”⁵

Last year’s fires in Napa/Sonoma counties and the threat of floods in San Joaquin County two years ago show how important a proper disaster recovery plan is.

Finding

F7.1. The current county disaster recovery plan is out dated and jeopardizes recovery efforts.

Recommendations

R7.1. By December 31, 2018 develop a separate recovery operations plan to update and strengthen the EOP.

⁴ Assessment Report, page ii

⁵ Assessment Report, page iv

Conclusion

The Office of Emergency Services is one of the most important departments in San Joaquin County government. In the case of a county disaster, OES is essential for the coordination of emergency, relief, and recovery services.

An effective OES and Emergency Operations Plan are vital tools for protecting infrastructure and ensuring the safety, lives, and property of all San Joaquin County citizens.

If an emergency event were to occur tomorrow, providing many essential services may be a challenge for OES. Many vital services are without agency agreements to provide emergency services. The EOP and its supplementary documents (annexes) are incomplete, expired, or written in a confusing, non-standard format.

In addition to the risk for life and property, consequences may include jeopardizing recovery reimbursement from government agencies such as FEMA. Unless portions of the EOP are current and comply with standards and regulations, government relief agencies may delay or deny claims and funding.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The San Joaquin County Board of Supervisors shall respond to all findings and recommendations. Please mail or hand deliver a hard copy of the response to:

Honorable Linda L. Lofthus, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at grandjury@sjcourts.org

Appendix 1

Tetra Tech developed an EOP Assessment Tool that addressed more than ninety industry standards and best practices for disaster recovery and emergency management. The tool included both qualitative and quantitative components.

These tools were used to evaluate the following EOP components:

1. Ordinances regarding emergency operations (declarations of disaster or resource management)
2. Mutual aid agreements
3. Current EOP
4. Hazard Mitigation Plan (HMP) and Hazard Identification & Risk Assessment (HIRA)
5. Regional or state EOP
6. Emergency Operations Center (EOC) Standard Operation Procedures (SOP)

Six critical function areas were identified as representing 80% of the possible emergencies that the County might encounter:

- Flood
- Mass Casualty/Active Shooter
- Fire/Hazardous Materials
- Care and Shelter
- Heat and Hard Freeze
- Lack of Support Services

The report evaluated written emergency plans for accuracy, completeness, compliance, and expiration dates.

Tetra Tech, Inc. San Joaquin County Emergency Operations Plan Assessment & Recommendations

San Joaquin County EOP Assessment Report

Tetra Tech, Inc.'s 25-page report included an executive summary. The summary described ten key findings and improvement recommendations.

These are the key findings and recommendations:

“1. The EOP hierarchy is difficult to follow and the annexes do not adhere to a consistent format.

“Although the content of each document is generally sound, the number and variety of EOP documents and document formats are challenging.

“Recommendations: Select a clear and consistent EOP hierarchy. Consolidate all current planning documents within the selected hierarchy and streamline content.

“2. The scope of plans attached to the EOP varies from strategic to tactical.

“Currently, multiple plans attached to the EOP address only a small subset of County stakeholders such as a specific position in the Emergency Operations Center (EOC) or those managing field incident-level communications. While this information is important for that specific group or function, the effect of incorporating this ‘tactical’ information into the EOP makes the EOP complex and can effectively mask information that is important to the wider audience.

“Recommendations: Consolidate all current planning documents within the selected hierarchy and streamline content. Delineate which plans should be part of the EOP and which should remain internal to selected County departments or functions.

“3. County staff familiarity with, and understanding of, the EOP is minimal.

“Most major emergency events are addressed by a relatively select number of staff who depend upon their personal experience to guide them. However, the EOP is intended to inform the much larger community during events which may exceed the response capacity of County departments and local stakeholders.

“Recommendation: Consider developing a regular and sustained method for socializing the EOP to County staff and key stakeholders.

“4. Legal authorities and key response partners must be reviewed and updated with current references and names.

“The EOP references appropriate state legislation and the Stafford Act; however, the document fails to reference updated or new legal authorities that have established important criteria for planning and response.

“Recommendation: Review current local, state, and federal legal authorities and update references, as needed, throughout the plan and supporting documents.

“5. Inclusion of and compliance with federal standards must be acknowledged throughout all emergency plans.

“The documents the County provided include very few references to arrangements or planning for people with disabilities or others with access and functional needs. In some cases, considerations were included but no corrective action was identified.

“Recommendation: Review current federal authorities for additional planning considerations such as inclusion of people with disabilities, people with access and functional needs, and pet sheltering. Ensure compliance with ADA and other legal requirements and use consistent terminology in updating plans.

“6. Memoranda of understanding (MOUs) should be reviewed for completeness and expiration.

“Multiple MOUs were found to be outdated, not fully executed or were unclear. While the agreements overview indicated that some of these agreements do not have an expiration date, the restructuring of many organizations suggests that these MOUs should be revisited and revised.

“Recommendation: Identify and review all current MOUs referenced in the EOP and annexes to assess the legal and operational validity of each agreement. Revisit unexecuted MOUs and re-engage identified partners for completion.

“7. The designation of the role of Director of Emergency Services could be amended.

“San Joaquin County Code currently directs that the Chairman of the Board of Supervisors shall serve as the Director of Emergency Services. Most local governments in California jurisdictions now designate the Chief Executive or Administrative Office as the Director of Emergency Services so as to maintain continuity within the emergency management organization, supervise day-to-day emergency preparedness activities, and leverage the executive/administrator’s authority.

“Recommendation: Consider amending the County Code to designate the County Administrator as the Director of Emergency Services.

“8. Many current and affiliated annexes include incorrect or outdated information or are missing critical information.

“Many of the Emergency Support Function (ESF) annexes reviewed are incomplete, out of date, inconsistently formatted or not well integrated with each other or the EOP Basic Plan. Most existing annexes do not reference or incorporate emergency response planning documents developed by individual agencies or for specific threats/hazards.

“Recommendations: Develop a standardized format for all ESFs that follows federal guidance and proactively transition to alignment with the federal standard. Clarify and update lines of authority and orders of succession through all planning documents consistently. Revise or develop content for those ESFs as identified in this report.

“9. The County relies heavily on the American Red Cross.

“The current Mass Care plan indicates a high reliance on the American Red Cross as the primary agency for providing mass care support.

“Recommendations: Create a formal and detailed County-based mass care plan with transition procedures between organizations. Review validity of formal MOUs and Memoranda of Agreement with service providers and mass care partners. Assess the capability of County departments to support this function.

“10. Disaster Recovery warrants an expansion of effort.

“Recent events have repeatedly demonstrated that disaster recovery activities are often more challenging for local jurisdictions than response. Current County disaster recovery plans are dated and incomplete.

“Recommendations: Consider developing a separate Recovery Operations Plan to complement the EOP and provide enhanced guidance to County and Operational Area stakeholders.”⁶

Appendix 2

The assessment report did not include the topic of “survivability” and how citizens of San Joaquin County can improve their chances of survival by being better prepared at home. If individual citizens are better prepared, these steps, in coordination with the Office of Emergency Services efforts, can greatly improve the odds of survival.

The American Red Cross recommends the following materials be assembled and available as part of a disaster preparedness plan:

Three-day supply of these items:

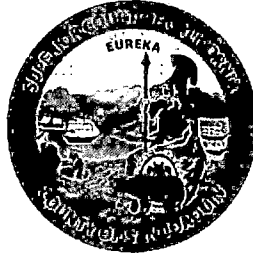
- Non-perishable, ready-to-eat food items
- Clean water for drinking and personal hygiene (one gallon per person per day)
- First aid supplies for treating a variety of injuries
- A specific evacuation plan should be created that includes:
 - A list of family contacts
 - A designated out-of-area contact for all family members
- Special plans and considerations for the disabled, elderly, children, and pets

In addition, the following supplies should be included:

- Battery-operated flashlight
- Battery-operated or hand-cranked radio
- Spare batteries
- Multipurpose tools
- Sanitation and personal hygiene items
- Manual can opener
- Cell phone with chargers
- Extra cash (small bills)
- All medications
- Copies of personal documents and prescriptions
- Emergency blankets
- Maps
- Whistle

⁶ Assessment Report Executive Summary

San Joaquin County Grand Jury



Shining Light into the Dark Corners

Is the Office of Violence Prevention Worth the Money?

2017-2018 Case #0817

Summary

Stockton, California, is a high-crime city with a higher-than-average homicide rate. Most homicides come from gunshots, and many are committed by gang members. City officials and police have tried a number of approaches over the years to combat gun violence. In 2012 the Marshall Plan was implemented, and part of the plan is Operation Ceasefire, an attempt to reduce gun violence by having “Peacekeepers” as well as police work with violence-prone youth, many in gangs, to reduce shootings. Since late 2015, the Peacekeepers have worked in a city agency called the Office of Violence Prevention (OVP).

The work done by the Peacekeepers in OVP is valuable and necessary, but hard to measure, in terms of results and success. The office is unfortunately named in that it is impossible to measure the number of homicides that were *prevented*: how does one measure what did *not* happen? Another problem with OVP is that its work is largely unknown and unappreciated by the community. Its work and successes have not been publicized.

In order to better inform the public about its work, the Grand Jury recommends that the Office of Violence Prevention release information and statistics about its work regularly. It also needs to work more closely with Community-Based Organizations (CBO’s) and improve relations with them, which have deteriorated in the last few years. Other recommendations to improve the work of the OVP are made in the body of the report.

Background

The city of Stockton has an unfortunately well-earned reputation as a high-crime and violence-prone area. City leaders have made a number of attempts to address the situation over the years. One of them is the Marshall Plan, which was set up in 2012.⁷ The city council decided to fund the plan by putting a proposed 3/4 percent sales tax on the ballot as Measures A and B. Voters approved the measures on November 5, 2013, and the tax went into effect in April 2014.

One part of the Marshall Plan is Operation Ceasefire. This program is a violence-reduction model that, according to a 2012 city news release, “has been implemented across the country and is a proven violence reduction strategy in cities such as Boston, Chicago and Cincinnati, resulting in dramatic reductions in firearms violence and homicides.”⁸ The city website describes the model as follows: “Operation Ceasefire is a partnership-based violence reduction strategy that employs respectful, direct communication with youth and young adults at highest risk of violence. The primary goal of Operation Ceasefire is to reduce shootings, but it has also been shown to reduce recidivism among participants and improve community-police relations.”⁹

The primary way Operation Ceasefire works is by having outreach workers “respond to areas where violent crimes have occurred to talk with the youth and their families to prevent retaliations.”¹⁰ These outreach workers are called “Peacekeepers” and have, in fact, been working in Stockton for longer than the Marshall Plan has been in existence. As far back as the late 1990’s, Peacekeepers have been on the streets of Stockton, most often under the supervision of a retired Stockton Police Department officer.

Peacekeepers were set up under a grant received by the city in the 1990’s. At that time, outreach was aimed at youth aged 13-18 with the intent to mentor them and divert them from gang life and involvement in the criminal justice system. It was then a prevention strategy. At the end of the grant, only one Peacekeeper remained. In 2006, with a spike in youth-related violence, the mayor created a task force that brought in Anthony Braga of Harvard University. He wrote a report that recommended reinvigorating the Peacekeepers.¹¹ The city hired three more staff and brought back a retired Stockton Police Department (SPD) captain for a second tour of duty as director.

The director set up Operation Ceasefire at the request of the Stockton chief of police. A major part of the operation is the “Call-in.” Call-ins are held quarterly, and are meetings to which youth and young adults at risk of committing gun violence are invited. In a two-part structure, the Stockton police chief and representatives of other law enforcement agencies such as the FBI, first present to the attendees and their accompanying family members the consequences of their continued engagement in gangs and gun violence: arrest, prosecution, conviction, and imprisonment. The law enforcement authorities then leave and the remaining Peacekeepers, pastors, and service-oriented community-based organizations (CBO’s) present to the attendees the services that are on offer to help them leave their life of violence, find education and employment, and become steadily

⁷http://www.stocktongov.com/files/OpEd_MarshallPlan_TheRecord_2012_1_08.pdf

⁸http://www.stocktongov.com/files/News_2012_9_24_MarshallPlanUpdateCeaseFire.pdf

⁹<http://www.stocktongov.com/government/departments/manager/vpCeasefire.html>

¹⁰<http://www.stocktongov.com/government/departments/manager/peacekeepers.html>

¹¹http://www.stocktongov.com/files/BragaReportStockton_63Pages.pdf

employed and responsible family members and fathers. If the attendees accept the help on offer, they become clients of the Peacekeepers and users of the services. The Peacekeepers then work closely with the new clients and shepherd them through the various processes of obtaining driver's licenses, tattoo removal, housing, education, training for employment, and obtaining jobs. This process generally lasts a few years.

In 2011, a major change occurred in the Peacekeeper program with the signing into law by Governor Edmund G. Brown Jr. of AB109, the Public Safety Realignment Act. According to the ca.gov website, "Public Safety Realignment allows non-violent, non-serious, and non sex offenders to serve their sentence in county jails instead of state prisons."¹² The act offered money to agencies that worked with reentry adults leaving prison and county jails. A consultant to the Peacekeepers recommended that the focus of the program shift away from juveniles to reentry adults from about 18 to 35, and this was done. Also, AB109 contained no funds for prevention work among juveniles.

Disagreeing with the change in focus of the program, the retired SPD captain resigned as director and was succeeded by a few other retired SPD officers for a few years until Jessica Glynn was hired as manager of the newly-created Office of Violence Prevention (OVP) in November 2014. But less than four months into the job, Glynn was fired by the city manager and promptly sued the city, claiming gender and pregnancy discrimination.¹³ After a two-week trial, a jury ruled in favor of the city in March 2017.¹⁴

The Office of Violence Prevention gained a new manager in November 2015 with the hiring of LaTosha Walden.¹⁵ Mrs. Walden has lasted as manager to the present and now presides over an office staff that includes a newly-hired community engagement coordinator, a data analyst, two supervisors, and eight Peacekeepers. The office continues its work to "significantly reduce violence in the City of Stockton through data-driven, partnership-based violence prevention and reduction programs, and strategies rooted in best practices.

"OVP coordinates inter-agency working partnerships with community leaders including:

- clergy, gang outreach, public and community service providers, and
- other stakeholders committed to reducing violence."¹⁶

Reason for Investigation

The Grand Jury decided to investigate the Office of Violence Prevention (OVP) in the fall of 2017 after hearing both praise and criticism of it in various presentations by city officials and private citizens. As an example, Stockton Chief of Police Eric Jones told the group that it is valuable as a part of Operation Ceasefire because it intervenes to stop violence with people that the police cannot

¹² <https://www.cdcr.ca.gov/realignment/Community-Local-Custody.html>

¹³ <http://www.recordnet.com/article/20150310/NEWS/150319953>

¹⁴ <http://www.recordnet.com/news/20170216/jury-stockton-didnt-discriminate-in-firing>

¹⁵ <http://fox40.com/2015/11/20/stockton-introduces-new-hires-to-office-of-violence-prevention/>

¹⁶ <http://www.stocktongov.com/government/departments/manager/violprev.html>

reach until after they have committed a crime, often gun violence. He believes that it is a necessary organization that complements the work of the police, but that it needs to present believable data. City Manager Kurt Wilson stressed that OVP works for the long-term treatment of Stockton's historical violence. On the other hand, a citizen with knowledge of the workings of the OVP told us that he does not believe the OVP is accountable to the citizens of Stockton for its spending, especially as it has a budget of around a million dollars a year. He claimed that the annual audits of the Measure A money have not been done as promised to the voters in the campaign. Furthermore, the OVP has not been able to show data to demonstrate it effectively reduces gun violence, which is its *raison d'être*.

Given these comments, the Grand Jury decided to open an investigation. It realizes that it is hard to show evidence of what did *not* happen. The number of gun deaths and even gun deaths due to group (gang) violence can be measured as it increases or decreases from year to year, but it is impossible to measure the number of gun deaths that did *not* occur. Also, the fact that measurable statistics have not been reported to the public is another reason for a close inspection of the OVP. This report looks at the structure and performance of the Office of Violence Prevention with the intention of shining light into the dark corners and bringing knowledge to the citizens of Stockton. With knowledge in hand, citizens can decide if OVP is worth the money being expended on its work.

Method of Investigation

Materials Reviewed

- Data Dashboard from Office of Violence Prevention
- Peacekeepers Protocols Manual from Office of Violence Prevention
- OVP Outreach Workers Daily Logs, Sample Week June 26-30, 2017
- City of Stockton website: Marshall Plan, Office of Violence Prevention, Operation Peacekeepers, Operation Ceasefire
- Contract between City of Stockton and Solutions, Inc. (David Muhammad)
- Contract between City of Stockton and Bay Area S. E. (BASE) (Daniel Ford)
- Contract between City of Stockton and California Partnership for Safe Communities

Interviews Conducted

- Mayor of Stockton
- Stockton Public Information Officer
- Manager of Office of Violence Prevention
- Former Director of Peacekeepers
- Two Supervisors of Office of Violence Prevention
- Eight Peacekeepers of Office of Violence Prevention
- Former Community Engagement Coordinator of OVP
- SPD Sergeant in Gang Suppression Unit and liaison to OVP
- Former member of Measure A Citizens' Advisory Committee

- Three heads of Community-Based Organizations
- Director of California Partnership for Safe Communities

Discussions, Findings, and Recommendations

1.0 Division of the Peacekeepers has recently occurred.

The eight Peacekeepers working in the Office of Violence Prevention (OVP) were all doing essentially the same job, seeking out violent young men, offering them services and counseling, and staying closely in touch with them as they transitioned out of gang violence into more socially acceptable and productive lives. At about the beginning of 2018, however, the Peacekeepers were divided into two groups: Outreach workers and Case Managers. The two supervisors were each assigned one of the groups. The Outreach Workers are supposed to do the recruitment of prospective clients, offer them services, and build relationships with them until they are ready (after about six months to a year) to be given a “warm handoff” to a Case Manager, who will then work with the client until he is leading a productive life and no longer in need of services.

Some Peacekeepers are against this division into two groups, but some are neutral about it and willing to give it a try. Some believe that this division interferes with building long-term relationships with clients. They believe clients will drop out of the program because they will feel abandoned by the Outreach Peacekeeper with whom they have built up a relationship of trust. The change into two types of Peacekeepers was made without input from the Peacekeepers themselves, some of whom have a decade of experience doing the work.

Findings

F1.1 The division into two groups made Peacekeepers frustrated and had a negative effect on morale

F1.2 The division was suggested by consultants who claim it is based on “best practices” in similar programs across the nation, but the Grand Jury found no evidence [*insufficient evidence*] for this assertion.

Recommendations

R1.1.1 The Grand Jury recommends the OVP reassess the division by December 31 with input from the Peacekeepers about whether or not it is effective.

R1.1.2 In order for this and future policy changes to be effective and workable, the Grand Jury recommends that Peacekeepers be involved in the decision-making process.

R1.2 By December 31, OVP management show the evidence for the division as it goes contrary to the experience of the longer-serving Peacekeepers, and its validity is not self-evident.

2.0 Disharmony exists among the Peacekeepers.

The investigation uncovered a number of conflicts, some of long standing, among the Peacekeepers. Testimony confirmed that there are racial conflicts among some Peacekeepers. These conflicts have existed for years in certain cases and remain unresolved.

Finding

F2.1 Management has neither addressed the issues nor resolved them, leading to a tense office environment.

Recommendation

R2.1 Management needs to establish a code of conduct and enforce it.

3.0 The OVP has offsite Management.

While the Deputy City Manager is the nominal head of the OVP, he has many other duties and agencies to oversee and cannot be expected to manage the day-to-day operations of the office. For those duties, the OVP has a Manager. However, both the Deputy City Manager and the OVP Manager and her small office staff are located in City Hall. The eight Peacekeepers and two supervisors are located at least six blocks away in an obscure and hard-to-find office (for security reasons).

The OVP Manager comes to the Peacekeepers' office only about once a week. As a result, Peacekeepers go to the Manager's City Hall office to talk about concerns and complaints, bypassing the chain of command.

Findings

F3.1 The separation leads to a lack of close supervision.

F3.2 Bypassing the chain of command leads to distrust and feelings of favoritism among the Peacekeepers.

Recommendations

R3.1.1 The Grand Jury recommends that all management and staff be in one location. As Stockton has purchased a large building on the Waterfront to serve as a new City Hall, when city offices move there, the OVP should be in one office or adjacent offices.

R3.1.2 The OVP Manager needs more frequent contact with the line staff.

R3.2 Peacekeepers should use the chain of command and filter their complaints through the supervisors.

4.0 The Office of Violence Prevention has lacked metrics of success, that is, measurable objectives and outcomes.

For many years, the OVP has not been able to show statistically in a meaningful way what it has been accomplishing in terms of helping its clients access services, education, jobs, and other measures of success. Finally, at the beginning of 2018 a Data Dashboard was created that gives statistics and other information about the work the OVP is doing. The Data Dashboard is finally up and running, but the information on it is not available to people outside the office. The OVP website has not been updated and does not contain information from the Data Dashboard.

Finding

F4.1 Communication with the public is not happening, causing a lack of understanding of the work of the OVP.

Recommendations

R4.1.1 By December 31, the Data Dashboard be made available to Community-Based Organizations (CBO's) and the public.

R4.1.2 By December 31, the OVP put the Data Dashboard on the website and update it regularly.

R4.1.3 The OVP find a way to inform the public about its work on a regular basis, either via its website or reports to the city council.

5.0 The OVP and the Stockton Police Department hold quarterly "call-ins" under the Operation Ceasefire program.

In cooperation with the Stockton Police Department and based on recommendations from it and the Probation Department, the OVP holds quarterly "call-ins" at which young adults are invited to attend a meeting and meal. The Police Department and other law enforcement agencies present to the attendees the likely consequences for them if they continue a life of crime and gun violence. Those agencies then leave and the OVP and certain CBO's offer to the attendees the services they may receive if they decide to turn their lives around. These call-ins are the main [*only?*] recruiting tool the OVP uses to gain new clients.

Planning meetings are held to decide which agencies and Community-Based Organizations (CBO's) will attend, but testimony to the Grand Jury indicates that people not invited often show up at the meetings. This results in CBO's being unsure who is actually in charge of running the call-ins. In the early days, many CBO's came to the call-ins, but in time the number of organizations attending has declined.

Findings

F5.1 It is unclear who is in charge of running the call-ins, resulting in confusion among the CBO's.

F5.2 "Extra" attendees at the call-ins lead to consternation among the CBO representatives who attended the planning meetings about who makes the final decisions on whom to invite.

Recommendations

R5.1 The call-ins have a clearly-designated chair, either: 1. the OVP Manager or the Police Chief, 2. both as co-chairs, or 3. another designee as chair.

R5.2 The people who plan the call-ins should keep tight control on the number of attendees with only essential CBO representatives attending.

6.0 No clear system exists for meeting immediate financial needs of clients.

Clients have needs that come up from time to time, such as being unable to get to work because a car needs a battery or tire replacement. Sometimes clients need to buy clothes for a job interview or work. Such needs call for immediate action. Oftentimes Peacekeepers must pay for such necessities out of their own funds, leading to complaints from their spouses, according to testimony the Grand Jury received.

Findings

F6.1.1 No system of pre-approved expenditures exists to meet the immediate needs of clients, making it difficult for Peacekeepers to provide these needs.

F6.1.2 Peacekeepers often must rely on the willingness of Community-Based Organizations to meet clients' pressing needs.

F6.2 The reimbursement for their own funds Peacekeepers spend on clients is slow and cumbersome.

Recommendations

R6.1 The OVP should set up an adequate fund in its budget easily accessed by the Peacekeepers with supervisors' approval.

R6.2 The OVP should streamline approval of reimbursement and/or preauthorize purchases.

7.0 Office of Violence Prevention liaison with Community-Based Organizations is sporadic.

Representatives of some CBO's testified that they have little or no contact with the OVP, that relations with the office have deteriorated over the years, or that they do not believe the OVP is effective in its work. Some CBO's believe that they are doing comparable work to the OVP and do not see the need for such a city agency. A previous community outreach employee, according to testimony given to the Grand Jury, criticized many CBO's and made them not want to work with the OVP. The Community Engagement Coordinator position has been vacant for nearly a year and needs to be filled as soon as possible. Community Engagement Coalition meetings are being held, but it is not clear if they are effective. How relevant the Community Engagement Coalition meetings are to OVP's work needs to be assessed, as well as how they could be enhanced and improved.

Finding

F7.1 Past conflicts have strained relations between CBO's and the OVP, causing some CBO's to have difficulty working with the OVP.

Recommendations

R7.1.1 The purpose of the Community Engagement Coordinator is to work with CBO's; the person hired for the position must be skilled and effective in reaching out.

R7.1.2 The Community Engagement Coordinator must work on mending relations with the CBO's, but the OVP Manager should also be conferring often with them.

8.0 A county-wide coalition to reduce gun violence is a possible step to bring together many agencies and organizations.

A county-wide coalition of various agencies and organizations has been formed to coordinate efforts to deal with the growing problem of homelessness and lack of housing in San Joaquin County. A "homeless czar" and housing made available at the County Jail Honor Farm are two of the results work on the problem by the county. In a similar way and in order to reduce gun violence, Stockton's Office of Violence Prevention might expand its reach and effectiveness by working more closely and with greater coordination with cities, agencies, and CBO's across the county.

Finding

F8.1 Some CBO's and city officials would like to create a county-wide coalition to coordinate and improve services to reduce group gun violence.

Recommendation

R8.1 The OVP Manager should bring this idea to city and county government agencies to see if there is merit to the idea, if the time is right to move ahead with this proposal, and if there is appropriate and adequate interest among the various stakeholders.

Conclusion

The work of the Office of Violence Prevention in the city of Stockton is vital and necessary if the city is to see a much-desired decrease in the number of gang-related gun homicides. Yet the OVP is not operating at the highest-possible level of efficiency. The Grand Jury has made a number of recommendations to improve the work of the office. Greater transparency about its work, especially a larger and more frequent release of data, and changes in its internal organization and operations are necessary to justify its existence and the Measure A money it expends each year.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Stockton City Council shall respond to all findings and recommendations.

Please mail or hand deliver a hard copy of the response to:

Honorable Linda L. Lofthus, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at grandjury@sjcourts.org

San Joaquin County Grand Jury



San Joaquin County Municipality Ethics Policies

“It takes 20 years to build a reputation and 5 minutes to ruin it. If you think about that, you’ll do things differently.” -- Warren Buffett¹⁷

2017-2018 Case #0917

Summary

The 2017-2018 San Joaquin County Civil Grand Jury (Grand Jury) investigated the ethics policies of San Joaquin County and the cities within its geographical boundaries. The Grand Jury interviewed 33 officials for this investigation, representing 8 municipalities located in San Joaquin County. This report is a compilation of the facts, findings and recommendations developed by the 2017-2018 San Joaquin County Civil Grand Jury. In summary, four of the eight municipalities did not have a written and approved ethics policy for elected officials and a majority did not have a policy for appointed officials and senior staff.

¹⁷ <http://www.fool.com/investing/general/2014>

The table below is a matrix of the facts that were developed through those interviews.

Matrix of Facts Developed for the Ethics Policy Investigation

Facts Developed	Tracy	County	Escalon	Lathrop	Lodi	Manteca	Ripon	Stockton
City has Ethics Policy?	N	Y	N	N	Y	N	Y	Y
Officials Aware of Ethics Policy?	NA	Y	NA	NA	Y	NA	UNK	Y
Policy Includes Elected Officials?	NA	Y	NA	NA	Y	NA	Y	Y
Policy Includes Appointed Officials?	NA	N	NA	NA	Y	NA	Y	Y
Policy Includes Senior Staff?	NA	N	NA	NA	N	NA	N	Y
HR Policy for Employees?	UNK	Y	Y	UNK	N	UNK	N	Y
Frequency of Ethics Training?	2 Yrs	2 Yrs	2 Yrs	2 Yrs	2 Yrs	2 Yrs	2 Yrs	2 Yrs
Ethics Training Comprehensive?	Y	Y	Y	Y	Y	Y	Y	Y

Legend

Y - Yes N - No NA - Not Applicable UNK - Unknown

The findings of this investigation centered around whether the municipalities had ethics policies for their elected and appointed officials and whether they had ethics policies for their senior staff. The recommendations were directed towards the writing of ethics policies for elected and appointed officials and senior staff. Most of the recommendations asked the municipality’s governing body to bring the developed ethics policies to a vote by October 31, 2018.

Background

The City of Tracy, with a population of 82,900, is centered in a triangle formed by Interstates 5, 205, and 580. Tracy is conveniently situated an hour from Sacramento, San Francisco, and San Jose by automobile. Approximately 68% of the citizens of Tracy commute daily over the Altamont Pass. Tracy has established itself as a remote suburb to the Bay Area region and has a solid base of new and recently-built housing, small businesses, national retailers, and restaurants.

In April 2017, a conflict of interest policy was brought before the Tracy City Council which would have required council members to recuse themselves if a family member would benefit by a decision of the council. This policy was rejected by a 3-2 vote.

The Grand Jury received a complaint alleging a conflict of interest by a member of the Tracy City Council. The Grand Jury decided to not only investigate the specific allegation of conflict of interest in Tracy, but also to look at ethics policies for all municipalities in the county.

Reason for Investigation

The Grand Jury was presented with a complaint describing a perceived conflict of interest in the City of Tracy. The conflict was ultimately determined to be unfounded, based on an analysis and opinion issued by the California Fair Political Practices Commission (FPPC), specifically that a self-recusal did occur, separating the involved councilmember from the decision-making process. Further, the Grand Jury learned of additional complaints made to the FPPC that sought to bring discredit to the City of Tracy and several of its elected officials. These also lacked merit.

The Grand Jury decided to investigate and determine if the adoption of an Ethics Policy could provide the necessary guidance to help avoid such missteps, real or perceived, from occurring in the future. The Grand Jury expanded the scope to include all municipalities within the county.

Method of Investigation

The Grand Jury reviewed the complaint and interviewed the complainant. It requested each municipality provide copies of their conflict of interest and ethics policies and reviewed them. The Grand Jury then reviewed documentation on the websites of the Institute for Local Government¹⁸ and the California Fair Political Practices Commission¹⁹ to research information about municipal ethics policies. Lastly, 33 officials representing each of the eight San Joaquin County municipalities were interviewed, including representatives from the County Board of Supervisors.

The Grand Jury found that there was a consensus among those interviewed that the following were important principles which should be included in an ethics policy:

- Integrity and honesty
- Respect for elected or appointed officials, staff, and the public
- Avoidance of conflict of interest
- Protection of the public interest
- Proper use of public resources
- Nondisclosure of closed session and confidential information
- Fairness and accountability
- Consequences for violating ethics policies

¹⁸ <http://www.ca-ilg.org/>

¹⁹ <http://www.fppc.ca.gov/learn/conflicts-of-interest-rules.html>

Discussions, Findings, and Recommendations

“California has a complex set of ethics laws to guide local officials in their service to their communities. Because public trust and confidence is vital to the strength of a democratic system, ethics laws sometimes set very high standards for public official conduct. Even though public officials may feel at times that some of these high standards of conduct are unduly burdensome or intrusive of their private lives, they must accept that adhering to these standards, including broad financial disclosure rules for gifts and income is simply part of the process of public service.”²⁰

Ethics policies are not based upon the rule of law. They are based on moral concepts of acceptable conduct. They help individuals who are governed by them to understand how best to handle a given situation, how to be transparent in their actions, and how to avoid even a perception of a problem. These policies assist the users to understand that their reputation and the City’s reputation are based upon integrity and honesty and that respect is not easily given but earned. They hold officials accountable for their actions, especially when it comes to the proper use of public resources. Ethics policies are designed to help those covered by them understand how best to represent themselves, the city, commission, or position they represent to the public they serve.

City attorneys and the county counsel are guided by the Rules of Professional Conduct. Those rules may conflict with guidelines developed for other officials. The potential conflict should be considered when developing ethics policies.

Below are the findings and recommendations for each of the municipalities within San Joaquin County:

1.0 City of Tracy

A complaint was presented to the San Joaquin County Civil Grand Jury claiming a member of the



Tracy CA City Hall

Tracy City Council had a conflict of interest between the member’s job as an employee of a housing company and his or her role as a council member.

The member of the City Council had recused him or herself from discussing and making decisions about a housing project. Senior Counsel for the California Fair Political Practice Commission

rendered an opinion which the council member followed. The councilmember did correspond with city staff and did attend meetings concerning the project. The Grand Jury determined there was a perception but not an actual conflict of interest.

²⁰ <http://www.ca-ilg.org/ethics-fundamentals>

Tracy does not have an ethics policy. Many of the individuals interviewed believe that the city would benefit from an ethics policy. The Grand Jury learned that the Tracy City Council has requested the city attorney provide the framework for a code of conduct policy and lead a seminar for council members about how to move forward. The Grand Jury reviewed an excerpt from an agenda item dated March 20, 2018. The council was to discuss a code of conduct for boards, commissions, and the city council.²¹ The council was considering items for its code of conduct that are very similar to the important principles of an ethics policy(See page 5, above).

The executive summary for the proposed code of conduct states, "Councilmembers have raised concerns regarding the civility and fundamental fairness of procedures and activities of the City Council and various City Commissions. A further concern has been raised regarding actions by Councilmembers and/or Commissioners that may reflect adversely on the City in the eyes of some in the public."²²

Ethics policies can address conflicts of interest, nepotism, cronyism, prejudicial conduct, and financial impropriety. Officials are encouraged to recuse themselves in matters where they believe a conflict exists. In April 2017, a conflict of interest policy was brought before the council which would have required council members to recuse themselves if they have a family member who would benefit by a decision of the council. This policy was rejected by a 3-2 vote.

The majority was concerned about establishing an ethics policy for the same reason that they previously rejected the conflict of interest policy, namely that the following items would not be included:

- Insuring that roles and responsibilities are clearly identified
- Clarifying the language to make sure that the policy is understood by all
- Developing the policy that avoids any political or personal retribution

Most officials understand they are required to complete ethics training every two years as required by AB1234.²³ They also believe that the ethics training they receive is comprehensive.

²¹https://www.ci.tracy.ca.us/documents/20180320_CC_AP.pdf

²²https://www.ci.tracy.ca.us/documents/20180320_CC_AP.pdf

²³ <http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html>

Finding

F1.1 The City of Tracy does not have an ethics policy for its elected officials, appointed officials, and senior staff (city manager, city attorney, city clerk and their subordinate employees not represented by a bargaining unit). The lack of a policy has resulted in conflict, mistrust, and allegations of misconduct.

Recommendations

R1.1 By October 31, 2018, the Tracy City Council develop and adopt an ethics policy that governs the behavior of its elected officials, appointed officials, and senior staff.

2.0 San Joaquin County

The county has a written ethics policy from 2015. The Grand Jury interviewed members of the Board of Supervisors (BOS). Most are aware of the policy.



San Joaquin County Administrative Building

The current ethics policy only governs the BOS. Often, recommendations, executive summaries, and insights are provided to the BOS by the senior staff (county administrator, legal counsel, clerk, and their subordinate employees). Decisions are made based upon information received. It is imperative these employees be held to the same ethical standards as the BOS.

Findings

F2.1 The San Joaquin County Board of Supervisors ethics policy does not include dependent boards and commissions. This could cause policy inconsistency across the county's boards and commissions leading to a perception of differing values for each board in the county.

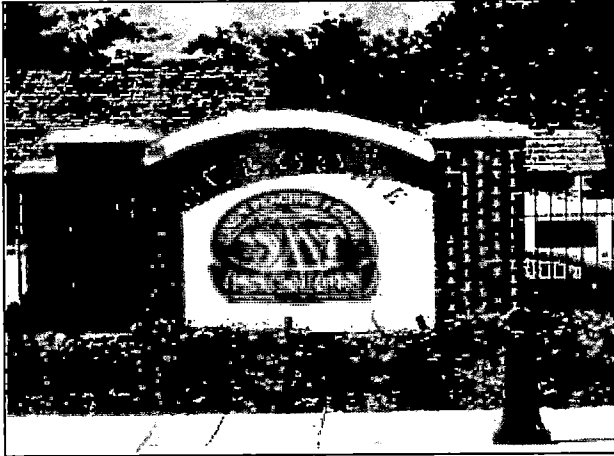
F2.2 The ethics policy for the County of San Joaquin does not cover the county administrator, county counsel, county clerk or their subordinate employees not represented by a bargaining unit. These officials require the same guidelines as elected officials to ensure they are acting ethically.

Recommendations

R2.1 By October 31, 2018, the San Joaquin County Board of Supervisors develop and adopt an ethics policy that governs the behavior of dependent board and commission members.

R2.2 By October 31, 2018, The San Joaquin County Board of Supervisors develop and adopt an ethics policy that governs the behavior of the county senior staff.

3.0 City of Escalon



Escalon CA Welcome Sign

Several elected and appointed officials were interviewed for the city of Escalon concerning a written ethics policy. All are aware that the city has a written ethics policy focused on staff, not on elected or appointed officials. A majority believe there should be one. Overall there is a measure of trust and respect between members of the city council who in turn have trust and respect for city boards and commissions.

All are aware of the biannual requirement for ethics training and have completed it.

They receive notices when it is time for the training. They feel that it is important to have guidelines for all elected and appointed officials and all employees. They are unaware of any ethics violations. All agree that ethics principles are very important and synonymous with their community values.

Finding

F3.1 The City of Escalon does not have an ethics policy for its elected and appointed officials and senior staff such as the city administrator, city attorney, city clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust.

Recommendation

R3.1 By October 31, 2018, the Escalon City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials.

4.0 City of Lathrop



Lathrop CA City Hall

The Grand Jury interviewed several elected officials of the City of Lathrop to determine if the city had a written ethics policy and whom it governed.

None were aware of a policy. They all believe a written ethics policy is necessary and that it should cover elected and appointed officials as well as senior staff and most other employees.

All interviewed have completed ethics training, but some are unsure as to how often the training occurs. All are unaware of any ethics violations by officials in Lathrop.

Finding

F4.1 The City of Lathrop does not have an ethics policy for its elected and appointed officials and senior staff such as the city manager, city attorney, city clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust.

Recommendation

R4.1 By October 31, 2018, the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff.

5.0 City of Lodi

Lodi has an ethics policy. Officials are aware of the policy and the standards that it sets. Elected city officials consistently recuse themselves from matters when a potential conflict arises. Overall, members of the city council have trust and respect for each other and for members of city boards and commissions.

All officials understand they are required to complete ethics training every two years as required by AB1234. They also believe the ethics training they receive is comprehensive. All officials are not aware of violations of the city ethics policy during their tenure.

The Lodi ethics policy does not cover members of the city management team. The city management team is made up of the city manager, city legal counsel, city clerk, and their subordinates. Often, recommendations, executive summaries, and insights are provided to the city council by these employees, and decisions are made based upon this information.



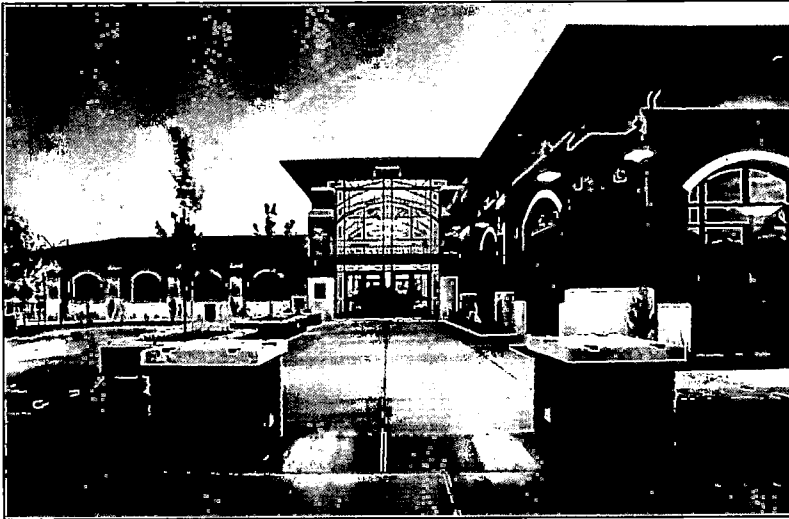
Finding

F5.1 The ethics policy for the City of Lodi does not cover the city manager, city attorney, city clerk or subordinate employees not represented by a bargaining unit. These officials require the same guidelines as elected officials to ensure they are acting ethically.

Recommendation

R5.1 By October 31, 2018, The Lodi City Council develop and adopt an ethics policy that governs the city management team.

6.0 City of Manteca



Manteca CA Transit Center

Several elected and appointed officials of the city of Manteca were interviewed concerning any existing ethics policy. Not all are aware that the city does not have a written ethics policy for elected and appointed officials. Manteca does have a conflict of interest policy. Most are amenable to considering the adoption of a written ethics policy. City officials believe that if an ethics policy were developed, it should cover all employees as well as elected and appointed officials.

All agree that the important principles listed in the Grand Jury's Methods of Investigation should be included.

All are aware of the biannual requirement for ethics training and have completed it. They are unaware of any ethics violations. Overall, there is a high level of trust and mutual respect between members of the city council. All emphasized that policy disagreements were handled in a professional way, an important factor that helps the City of Manteca be successful.

Finding

F6.1 The City of Manteca does not have an ethics policy for its elected and appointed officials and senior staff such as the city manager, city attorney, city clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust.

Recommendations

R4.1 By October 31, 2018, the Manteca City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff.

7.0 City of Ripon

Several elected and appointed officials were interviewed for the City of Ripon concerning a written Ethics Policy. None know if the city has a written ethics policy, but most feel it is a necessary document. Most hold that an ethics policy should include elected officials, appointed commissioners, senior staff, and most other employees. None know if the human resources department has an ethics policy for employees.



Gateway to Ripon CA Arch

All have completed ethics training and are unaware of any violations in their city by elected officials, appointed commissioners, and senior staff. Many are unsure of the requirements for ethics training but believe their city attorney is knowledgeable and makes sure all laws are adhered to.

Several documents were provided by city officials. They include the following:

- Code of ethics for members of the Ripon City Council, boards and commissions,
- Code of conduct for elected officials
- Roles and responsibilities for staff and City Council

Finding

F7.1 The ethics policy for the City of Ripon does not cover senior staff (city administrator, city attorney, city clerk or subordinate employees not represented by a bargaining unit). These officials require the same guidelines as elected officials to ensure they act ethically.

Recommendation

R7.1 By October 31, 2018, The Ripon City Council develop and adopt an ethics policy that governs the city senior staff.

8.0 City of Stockton



Stockton CA City Hall

The City of Stockton has an extensive and comprehensive ethics policy. Stockton's code of ethics for employees and city officials was last updated November 2, 2017. The policy is written to include elected officials, appointed staff, appointed board and commission members, and employees.

In addition to the mandatory Statement of Economic Interest Form 700, financial disclosure, the policy covers many topics such as the following:

- Incompatible outside activities
- Employee's outside employment or activities
- Restrictions on city employment for elected officials after leaving office

Some city officials are uncertain of the existence of an ethics policy. All know they are required to complete periodic ethics training but are uncertain about the frequency of the training. They rely on appointed staff to remind them and to organize the training. City officials characterized the city council as functional, unified, objective, and collegial.

Finding

F8.1 Not all individuals are aware of the ethics policy. Lack of awareness of the city ethics policy could lead to misunderstandings that violate the policy

Recommendation

R8.1 By October 31, 2018, city council members receive a copy of the ethics policy and attend a briefing about its contents.

Conclusion

Supreme Court Associate Justice Potter Stewart once said ethics is ,“Knowing the difference between what you have the right to do, and what is right to do.”²⁴ A written ethics policy is a tool to help city and county officials understand the difference between right and wrong and how to avoid even the perception of an ethics violation. A city receiving only one complaint of conflict of interest or an ethics violation can tarnish the reputation of both the member and the entire city council. It could take years for citizens to regain trust in their public servants. Ethics policies are designed to preserve the public’s trust in government and those who serve by setting a framework to guide conduct and behavior.

The Institute for Local Government website²⁵ has a collection of very good documents that can assist municipalities in the development of an ethics policy. The California Fair Political Practices Commission website²⁶ has a series of guidelines that detail conflict of interest rules.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Tracy City Council shall respond to all applicable findings and recommendations in Section 1.0.

The San Joaquin County Board of Supervisors shall respond to all applicable findings and recommendations in Section 2.0.

The Escalon City Council shall respond to all applicable findings and recommendations in Section 3.0.

²⁴https://www.brainyquote.com/quotes/potter_stewart_390058

²⁵<http://www.ca-ilg.org/>

²⁶<http://www.fppc.ca.gov/learn/conflicts-of-interest-rules.html>

The Lathrop City Council shall respond to all applicable findings and recommendations in Section 4.0.

The Lodi City Council shall respond to all applicable findings and recommendations in Section 5.0.

The Manteca City Council shall respond to all applicable findings and recommendations in Section 6.0.

The Ripon City Council shall respond to all applicable findings and recommendations in Section 7.0.

The Stockton City Council shall respond to all applicable findings and recommendations in Section 8.0.

Mail or hand deliver a hard copy of the response to:

Hon. Linda Lofthus, Presiding Judge
San Joaquin County Superior Court
180 East Weber Avenue, Room 1306J
Stockton, CA 95202

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury
atgrandjury@sjcourts.org

Section III

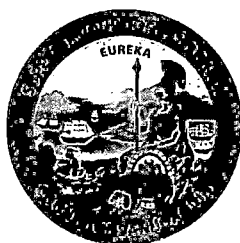
Overview 65

Correctional Institution Inspections 66

Fire Safety at Correctional Institutions 70

Ride-A-Longs 72

San Joaquin County Grand Jury 2017-2018



Law and Justice

Overview

California Penal Code sections 919(a) and 919(b) authorize the Civil Grand Jury to inquire into the condition of jails and public prisons operated by the state, the county, and cities within the jurisdiction of San Joaquin County. The Grand Jury is charged with investigating matters pertaining to law enforcement including police, juvenile justice, public protection, and probation issues. The Grand Jury is also responsible for inspecting court detention facilities within San Joaquin County.

This year's Grand Jury placed special emphasis on the fire safety preparedness of correctional facilities. Officials at all facilities were instructed to include in the tour information concerning fire safety procedures and policies. A separate section in this report addresses our findings.

The Grand Jury participated in first responder ride-alongs and prepared a section highlighting members' observations of those rides.

The Grand Jury toured the following correctional facilities and prepared notes of members' observations:

- John Zunino Jail Complex and Honor Farm
- O.H. Close Youth Correctional Facility
- N.A. Chaderjian Youth Correctional Facility
- Deuel Vocational Institution (DVI)
- California Health Care Facility (CHCF)
- San Joaquin County Juvenile Justice Center

San Joaquin County Jail and Honor Farm

The Grand Jury toured the county jail and honor farm on October 12, 2017. Sheriff Steve Moore introduced the Grand Jury to members of his staff and gave a PowerPoint presentation detailing the operations of the jail and other duties of the San Joaquin County Sheriff's office. Various administrators of the department were introduced and briefly described their duties.

Sheriff Moore shared with the Grand Jury a proposal to use currently vacant honor farm barracks J, K, and L as a place to house the homeless and recently-released inmates. The intent is to reduce recidivism and continuing homelessness by offering job training, counseling, and living quarters.

There are 1700 beds available in the jail complex. Some inmates may be released early if the jail exceeds capacity. However, recently the average daily population has remained well below 1,700.

Correctional Officers accompanied the Grand Jury and seemed happy to work at the jail. Most were very satisfied with the work schedule. There were at least four correctional officers accompanying the Grand Jury at all times. Staff rotated in and out of the tour as they briefly explained their roles.

The Grand Jury visited all areas of the jail, including general population housing units, administrative segregation housing units, the honor farm, the booking area, and medical facilities. Staff members explained that the jail encourages good behavior by offering less restrictive living quarters as a reward. Administrative segregation is the most restrictive housing unit, and Building 124 is the least restrictive. Building 124 is a step above the Honor Farm and offers the most freedom and conveniences for inmates.

Food is no longer prepared on site. Meals are prepared by a contracted vender in advance, delivered to the jail, and warmed prior to being served. The average cost per meal is \$1.53.

The grounds were clean and free of litter. The housing units were clean, orderly, and quiet. Administrative segregation was less quiet but also clean.

The Honor Farm is showing its age but is still where inmates strive to be housed. The Honor Farm is less restrictive than other housing units throughout the jail. Prisoners can move about the grounds and barracks fairly freely. The facility works on a reward system, and prisoners can earn a move to the Honor Farm from the more restrictive housing units by complying with the rules.

Northern California Youth Correctional Center

The Grand Jury toured the N.A. Chaderjian (Chad) and O.H. Close (Close) facilities on January 11, 2018, in south Stockton. They are the remnants of the former California Youth Authority facilities. Four schools and training centers were built on the site in the 1960's to increase the number of youth detention facilities throughout the state. At least two facilities, Holton and Dewitt Nelson, were demolished, and the new California Health Care Facility was built on those sites.

The staff at Close work with younger wards under the age of 18, and the facility has an accredited high school where they can earn a diploma or GED. There is some vocational training on this site, but most is found across the complex at Chad.

The superintendent led the tour and interacted familiarly with many of the wards. She has thirty years of service at the facility. She spoke with knowledge and authority as to the purpose and function of the facility. The staff throughout the complex was very professional and enthusiastic about the responsibilities of working with wards.

There are many recreational facilities at Close, including a pool, a gymnasium, and track and field areas. There is also a chapel.

The current practice is to reward positive behavior and the attainment of goals. Honor rooms exist in the dormitories. Wards vie for these as they offer privacy. Some are earned long-term and others for shorter terms such as half a day or a few hours.

A number of wards interacted enthusiastically with the grand jury members, particularly as they described the privilege and reward system. The staff reported that the rewards system has led to improved behavior.

The grand jury felt that the highlight of Chad was the vocational education computer program. One ward described the program requirements that included an entry interview along with on-the-job training and ultimately full-time employment at the facility. All of the young men were proud of their accomplishments and the fact that it could lead to lucrative employment following release. Wards repair and rework computers and sell their completed products on many different sites, including eBay.

Deuel Vocational Institute (DVI)

The San Joaquin County Civil Grand Jury toured the DVI Correctional facility on November 9, 2017, as part of its duties. The staff of DVI gave an initial presentation outlining their duties and responsibilities.

The tour of the facility included inmate cells and cell blocks, the library, vocational classes, medical facilities, and the Reception Center.

Inmate cells hold two people; meals are served in cells (there is no central dining room); inmates appear clean, orderly, and polite.

The library is available to the inmate population and has a broad array of books.

DVI offers vocational training in HVAC, construction, computers, and automotive body work.

Newly remodeled medical facilities fulfill the medical, dental, and mental health requirements of the inmates.

The Reception Center assesses all new arrivals after trial and sentencing from the 29 counties in Northern California. Staff give them medical and psychiatric screenings, classify the level of risk they present, and determine placement.

From the introductory presentation by the warden and many high-level staff and throughout the entire tour, the level of professionalism displayed by the management and all the staff impressed the Grand Jury.

California Health Care Facility

California Health Care Facility (CHCF) is located in southeast Stockton on 200 acres. It is a new state-of-the-art, 54-building complex. It was created in response to a court order directing the state to improve inmate health care. The complex houses 3,060 inmates, 500 of whom are not medically impaired and work at various jobs throughout the facility.

The facility is warm and inviting. The main walkway is long and color-coded with offices on both sides, including dental, medical, physical therapy, dialysis, pharmacy, and X-ray offices as well as a barber shop. Staff and the inmate work force deliver inmate-patients to scheduled appointments. The pharmacy dispenses name-brand medication instead of generic medication. The medical equipment and facilities rival or exceed those found in other California medical offices. Inmates receive immediate attention for any and all medical issues.

The rooms in the four housing areas are large and private. The dayroom area in the housing units has cable television as well as games and books. Each of the areas is well-staffed with medical and correctional personnel.

The kitchen is massive and prepares meals for over twenty different diets. It is clean and operates efficiently. Some inmate workers are assigned to the kitchen.

The facility's central receiving warehouse is huge and looks as though it was borrowed from Amazon. It is computerized and sorts items into delivery bins very efficiently for dispersal to the facility.

Non-medically impaired inmates sent to CHCF consider this prison the most desirable place to serve out their sentences.

This prison is a stark contrast to the older prisons, which have cells that are smaller, are stacked three tiers high, and hold up to two inmates each. CHCF has large single rooms. This new facility could be viewed as the blueprint for the next generation of prison facilities across the state and potentially the nation.

San Joaquin County Juvenile Detention

The San Joaquin County Civil Grand Jury toured the San Joaquin County Juvenile Justice Center on January 25, 2018. The Deputy Chief Probation Officer and administrative staff members led the tour.

The average juvenile population is approximately ninety wards. Six housing units have a maximum capacity of thirty wards each. Three housing units are currently occupied.

Recent upgrades were made to the camera monitoring system and the communications system. The camera system provides improved picture quality, reduces blind spots, and improves surveillance. The phone system has been converted from analog to digital operation, allowing the system to handle multiple incoming calls simultaneously.

There are twenty-four-hour on-site medical staff and readily available mental health services.

Areas of the facility are painted in a variety of bright colors, providing a very warm and comfortable living environment. Education is emphasized. The supervisory philosophy uses a rewards system to generate positive behavior.

The staff consistently exhibited positive behavior as did many wards interacting with members of the Civil Grand Jury. The positive behavior philosophy was very visible in the form of inspirational posters and billboards placed throughout the facility. These visual materials stress life skills such as hard work, responsibility, accountability, anger management, education, and many others.

The tour of the facility was largely positive, but there was one particular area of concern. Signs of excessive wear appeared in the worn and stained carpeting in high-traffic areas such as the Visitors' Center, Juvenile Intake Room, and the Staff Break Room. The intake and visitation areas are especially important, largely because these areas are the first ones seen by representatives from outside agencies, family members, booking officers, and wards undergoing the intake process. The Grand Jury recommends the worn carpeting be replaced as soon as possible.

Fire Safety at Correctional Facilities in San Joaquin County

The San Joaquin County Civil Grand Jury of 2017-2018 chose to make fire safety an emphasis during their inspections of the correctional facilities in San Joaquin County. The State Fire Marshall is charged with these inspections, but in many cases the task is relegated to local fire departments or fire districts.

The Fire and Life Safety unit within the department is responsible for the application of all laws and regulations. For San Joaquin County, the fire agencies involved in the inspections are the French Camp Fire District, the Montezuma Fire District, and the Colledgeville Fire District.

John Zunino Jail Complex and Honor Farm

It was last inspected by French Camp Fire District in 2017. No major problems were found. It has no full-time dedicated fire safety personnel.

Evacuation maps appeared accurate and properly placed throughout the facility.

All fire extinguishers are within their last inspection period.

San Joaquin Juvenile Justice Center

It was last inspected by French Camp Fire District in 2017. No major problems were found.

It has no full-time dedicated fire safety personnel.

Evacuation maps appeared accurate and properly placed throughout the facility.

Periodic fire evacuation drills are performed.

Youth Correctional Facilities: O. H. Close and N. A. Chaderjian

They were last inspected by Colledgeville Fire District in 2008. The head of the maintenance department performs on-site inspections. This procedure does not meet the state standard. Management claims to perform monthly emergency evacuations.

Deuel Vocational Institution (DVI)

It was last inspected by the State Fire Marshall in 2015. This facility has a full time fire chief and fire crew.

The facility's fire chief spoke to us about fire safety at DVI. He appears concerned and passionate about the responsibilities of his job. The Grand Jury agreed that he was professional, dedicated, and knowledgeable when it came to the safety of the facility.

The fire station at DVI has been condemned and is unusable. A request for a new fire station has been approved but not funded. No construction date has been determined.

The current fire-fighting equipment is adequate for the facility but does not meet state standards to allow for responding to mutual-aid situations outside the facility.

Evacuation maps appeared accurate and properly placed throughout the facility.

All fire extinguishers are within their last inspection period.

California Health Care Facility (CHCF)

It was last inspected by the State Fire Marshal in 2016. Major concerns still exist. This facility was cited in 2015 by the fire marshal (two years after opening) for numerous safety violations. Subsequent corrective action was taken.

This facility has a full-time fire safety inspector.

This facility was cited again in 2016 by the State Fire Marshal for numerous safety violations identical to those cited in 2015. Subsequent corrective action was taken. Given that both recent inspections revealed the same type of safety and housekeeping violations, it appears there is inadequate safety policies and procedures or there are inadequate numbers of dedicated personnel to carry them out .

Conclusion

Fire safety issues exist at some of the correctional facilities in San Joaquin County. The Grand Jury recommends that more attention be paid to this very important subject by managers and staff of these facilities. It also recommends that the fire chief of DVI assist the state-run California Health Care Facility. He is a capable individual and it requires assistance.

San Joaquin County Civil Grand Jury Ride-A-Longs

The Grand Jury members are encouraged to participate in ride-a-longs with police and fire agencies in San Joaquin County. The rides enable jurors to observe and in some cases participate in the often-demanding job of first responders. Grand Jurors reported that all the first responders they rode with showed professionalism, great dedication, and enjoyment of their job.

As one juror wrote, "I was impressed with the officer who had only eight months experience but showed patience, kindness, and respect for the citizens."

Another juror said of his ride, "Overall this was a very positive experience and I would like to commend the officer's professionalism, training, and interactions with the public. Overall demeanor was absolutely OUTSTANDING!!!"

The following is a list of agencies who participated and comments from jurors:

Tracy Police Department

- Officers were issued smart phones, enabling them to check emails.
- They appeared trained and prepared for special situations including suspects who were armed and dangerous.

Stockton Police Department

- Many officers appeared to be under thirty years of age.
- Young officers often displayed caring and compassion for the neediest in our community.
- Officers showed extreme patience with suspects with mental health issues.

San Joaquin County Sheriff's Boating Safety Unit

- Officers have over 700 miles of waterway to patrol in the county.
- The officers are assigned to this duty twenty-four hours a day year round.
- They identified abandoned boats as a major and growing issue for San Joaquin County waterways.
- Identifying and pursuing owners of abandoned boats is expensive and time-consuming.

San Joaquin County Sheriff's Department

- While on two death calls, the officers showed great compassion for the families.
- They drive approximately 125 miles per eight-hour shift.
- On one shift, the officer responded to identity theft, trash dumping, an arrest warrant, domestic violence, a family dispute, weapons arrest, and tenant eviction.

Manteca Police Department

- Many officers appeared young but confident.
- The officer I rode with showed great compassion for a homeless woman in trouble.
- The 3:00 pm shift had five beats and four officers on duty, but they were cognizant of having each other's back.

Section IV

Housing Authority of the County of San Joaquin
(2016-2017 Grand Jury Case No. 0216)77

San Joaquin County Property Rooms
(2016-2017 Case No. 0316)85

San Joaquin County Self-Governing Special Districts
(2016-2017 Case No. 0416) 103

Manteca Unified School District
(2016-2017 Case No. 0516)109

County Wide Dispatch for Fire
(2016-2017 Case No. 0616)117

French Camp Fire District
(2016-2017 Case No. 0716)131

LAFCo
(2016-2017 Follow Up Case No. 1401137

Public Defender Fees 139
(2016-2017 Follow up Case No. 1506)

Juvenile Detention Facilities 141
(2016-2017 Follow Up Report)

Follow-Up

**Follow-Up Report to the
2016-2017 San Joaquin County Grand Jury
Case #0216**



**The Housing Authority of the County of San Joaquin
*Progressing from Caretaker to Developer***

Preface

This report contains the responses of the San Joaquin County Housing Authority Board of Commissioners (SJCHA) and the San Joaquin County Board of Supervisors (BOS) to the 2016-2017 San Joaquin County Grand Jury Report concerning problems at the Housing Authority.

The follow-up report focuses on the 2016-2017 Grand Jury recommendations and the BOS and SJCHA responses to those recommendations. Grand Jury recommendations as well as the agencies' responses are presented verbatim in this report. A complete copy of the original report and the agencies' responses may be found on the San Joaquin County Civil Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-Up Investigation

The current Grand Jury reviewed the original 2016-2017 report and evaluated the BOS and SJCHA mandatory responses to the findings and recommendations.

Recommendations were reviewed to determine:

- If the agency's responses were complete and comprehensible
- If the agency would implement the recommendations within the stated deadlines
- If confirmation was necessary: confirmation could include written documentation, interviews, or site inspection
- If the agency disagreed, a determination was made as to whether its response is statutorily compliant.

Recommendation

San Joaquin County Housing Authority Board of Commissioners

R1.1 By September 30, 2017, the Board of Commissioners assures the General Counsel's time cards are completed in compliance with the requirements of the General Counsel's contract.

Agency Response:

"Recommendation R1.1. The Housing Authority is satisfied with the General Counsel's timecards. The Grand Jury's concern may be alleviated with a more complete understanding of the 'time sheet summaries' which were requested and provided to the Grand Jury. These 'time sheet summaries' contain the break out and inter-department charges to the various departments but do not contain the detail provided in the original 'time sheets' which are provided and approved by the Board of Commissioners because they contain information protected by the attorney client privilege and/or attorney work product."

**The 2017-2018 Grand Jury reviewed and verified agency's response.
No further action is required.**

F2.1 By December 31,2017, the Board of Commissioners for the Housing Authority of the County of San Joaquin develop, adopt, and implement a succession plan for executive staff.

Agency Response:

“Recommendation R2.1. The Housing Authority will evaluate and consider the need for a succession plan for its Executive Directive [sic]although, in truth, the future needs would dictate the skillset and experience of any successor.”

The 2017-2018 Grand Jury reviewed and verified agency’s response.

No further action is required.

R3.2 By September 30, 2017, the Board of Commissioners of the Housing Authority of the County of San Joaquin develop a thorough list of duties for the appointments “fact sheet.”

Agency Response:

“Response to R3.2. The Authority agrees to update and provide an outline of the typical duties of its Board of Commissioners recognizing the ever changing complexities of the commissioner position.”

The 2017-2018 Grand Jury reviewed and verified agency’s response.

No further action is required.

Recommendation

San Joaquin County Board of Supervisors

R3.1 By September 30,2017,the San Joaquin County Board of Supervisors develop, adopt, and implement a policy that requires the full board interview final candidates for the Board of Commissioners of the Housing Authority of the County of San Joaquin.

Agency Response:

“The recommendation has been implemented.

“On May 9, 2017, the Board of Supervisors adopted a policy requiring public interviews of candidates for appointment or reappointment of at-large positions that are not district representatives to the Housing Authority of the County of San Joaquin, in addition to the Stockton Port District and the San Joaquin Regional Transit District, based on the significant decision-making authority of these boards.”

The 2017-2018 Grand Jury reviewed and verified agency’s response.

No further action is required.

R4.1 The San Joaquin County Board of Supervisors seek a commitment to receive necessary training from each candidate for the Board of Commissioners of the Housing Authority of the County of San Joaquin.

Agency Response:

“The recommendation will be implemented.”

“By August 22, 2017, the Fact Sheet for the Housing Authority for the County of San Joaquin will be updated to include training expectations and during public interviews the Board of Supervisors will seek a commitment from candidates to attend both general and subject-specific training.”

**The 2017-2018 Grand Jury reviewed and verified agency’s response.
No further action is required.**

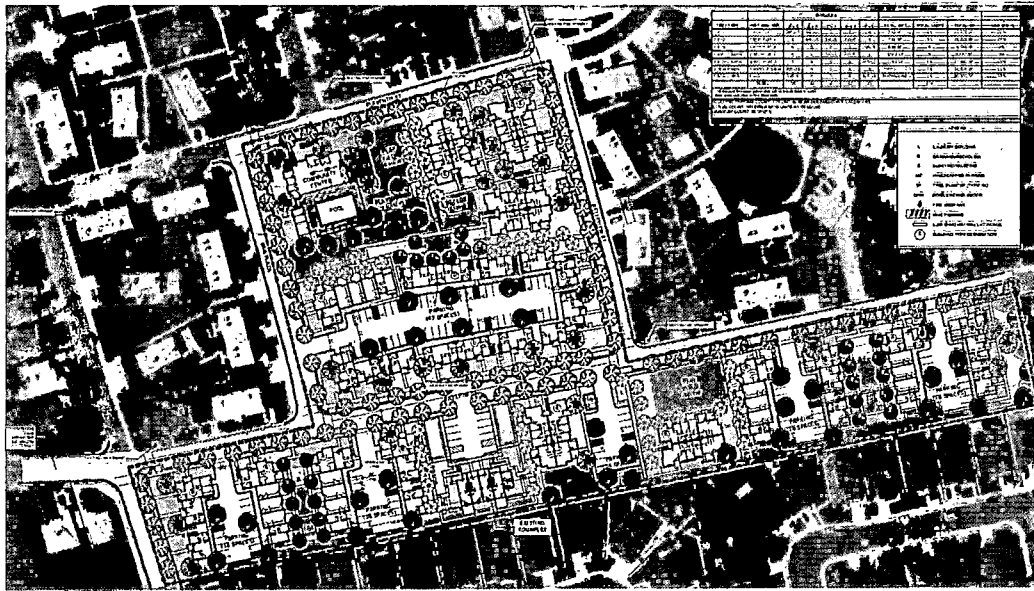
Conclusion

As described in the 2016-2017 San Joaquin County Grand Jury report, the Housing Authority has moved from caretaking to development. This more aggressive approach has paid off. Housing availability is directly connected to homelessness and presents a huge challenge. The Housing Authority is to be commended for stepping up to meet this challenge.

The following are current and future initiatives of the Housing Authority:

“The Housing Authority of the County of San Joaquin (HACCSJ) and Central California Housing Corporation (CCHC) have begun the process of redeveloping HACCSJ’s oldest multi-family public housing development, Sierra Vista Homes.... The redevelopment comes after the HACCSJ received \$24.3 million in highly competitive 9% low-income housing tax credits (LIHTC) as part of the financing structure for its first phase.”²⁷ The second phase, consisting of 100 units adjacent to phase one, should begin construction in 2019.

²⁷<http://www.hacsj.com/svp1.html>



Phase One, Sierra Vista Homes

In addition to the 115 units at Sierra Vista currently under construction, HACSJ is also undertaking the following initiatives:

Partnership with DFA Development and the City of Stockton:

- Medici Arts Lofts, an adaptive reuse of the Medico-Dental Building, 34 units of mixed income housing and commercial development.
- Financing was secured April 3, 2018, and construction on the lofts is underway.

Partnership with DFA Development and the City of Manteca:

- Cottage Village, new construction of 48 senior one and two-bedroom housing units
- Financing was secured May 2018

Partnership with Behavioral Health Services (BHS):

- Thirty-five rent-assisted apartments for BHS clients. The first partnership for supportive housing, The Crossway Residences, is an adaptive reuse project to provide fifteen rent-assisted studio apartments at 448 South Center Street, Stockton.
- This project has completed planning approval and is out for bids. It is expected to begin October 2018.

Homelessness Task Force:

As of January 2018, the Housing Authority has received 21 referrals from non-profit organizations including Stockton Shelter for the Homeless, St. Mary's Dining Room, and Lutheran Social Services. Housing Choice Vouchers (Section 8) provide rental assistance and housing for some of the most vulnerable people in San Joaquin County.

Veterans:

The Housing Authority has received an award of an additional 25 U.S. Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH) Program vouchers for veterans. In partnership with the Veterans Administration, rental assistance and case management services will be provided for up to 234 homeless and formerly homeless veterans in San Joaquin County. To ensure that the most vulnerable in the veterans' community receive the help they need to find quality housing, HACSJ has hired a dedicated caseworker from Sacramento Self-Help Housing.



Framing Sierra Vista Housing

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911.924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

**Follow-Up Report to the
2016-2017 San Joaquin County Grand Jury
Case #0316**



**San Joaquin County Property Rooms
*Missing or Messy***

Preface

This report contains the responses to the 2016-2017 San Joaquin County Civil Grand Jury report concerning the property rooms of the following agencies:

- San Joaquin County Sheriff's Office (SJCSO)
- San Joaquin County District Attorney's Office (SJEDA)
- City of Escalon (Escalon)
- City of Lodi (Lodi)
- City of Manteca (Manteca)
- City of Ripon (Ripon)
- San Joaquin Delta College Board of Trustees (Delta)

This follow-up report focuses on the 2016-2017 Grand Jury recommendations and the identified county, city, and college responses to those recommendations. Grand Jury recommendations as well as the agencies' responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation. A complete copy of the original report and each agency's response may be found on the San Joaquin County Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-Up Investigation

The current Grand Jury reviewed the original 2016-2017 report and evaluated the agency's mandatory responses to the findings and recommendations.

Recommendation responses were reviewed to determine:

- If the agency's responses were complete and comprehensible
- If the agency would implement the recommendations within the stated deadlines
- If confirmation was necessary
 - Confirmation included request and review of written documentation including:
 - Inventory records and reports
 - Training materials
 - Disposal guidelines
 - Property room policies
 - Interviews
 - Site inspections of the Sheriff's Office Property and Evidence rooms

Recommendations

San Joaquin County Sheriff's Office

R1.1 By December 31, 2017, develop, adopt and implement a minimum staffing level to carry out the functions of the property room to ensure the highest standards and integrity.

Agency Response:

“Response to Recommendation R1.1: The recommendation is being implemented. In Fiscal Year 2017-2018, a sworn Deputy Sheriff Sergeant and a sworn Deputy Sheriff are being added to the staff assigned to the Property/Evidence Room. Based on this additional staffing, our staffing levels will be comparable to agencies within San Joaquin County.

“The staffing levels will be reevaluated at fiscal mid-year to determine if they are meeting the needs and provide for a proper work flow within the Property/Evidence Room. This supervisor will evaluate the workflow and verify that proper staffing levels are obtained, and functions are being performed in the appropriate manner.”

2017-2018 Grand Jury Finding 1.0 The Grand Jury toured the evidence room and interviewed several sworn members of the Sheriff’s department and confirmed that the additional staff recommended by the 2016-2017 Grand Jury have been allocated in the budget and are currently staffing their positions. These staff additions are consequential. Having increased staffing levels to carry out the functions of the property room will help ensure the highest standards and integrity of operations.

**The 2017-2018 Grand Jury reviewed and verified the agency’s response.
No further action is required.**

R1.2By December 31,2017, assign a full-time,on site supervisor for general supervision to assure the property room functions are being performed according to department policies and procedures.

Agency Response:

“Response to Recommendation R1.2: The recommendation is being implemented. Added through the budget process, and beginning July 1, 2017, a full-time sworn Deputy Sheriff Sergeant is being added into the Property/Evidence Room. This supervisor shall remain on site in the Property/Evidence Room, working with staff, coordinating training, overseeing day-to-day operations, and ensuring Property/Evidence Room functions are being performed according to department policies and procedures. A full-time Deputy Sheriff is also being assigned to the Property/Evidence Room. This Deputy Sheriff shall work full-time in the disposition process of property and evidence from within the Property/Evidence Room. With there organization of the Property/Evidence Room, the Sergeant will report directly to the Lieutenant of the Investigations Division, showing a clear line of supervision and clear chain of command.”

2017-2018 Grand Jury Finding 2.0 The Grand Jury interviewed several sworn members of the Sheriff’s Office to validate that a sergeant has been assigned to the property and evidence room full time to supervise the operation. Having a sworn sergeant working in the property and evidence room provides direct supervision and accountability to Sheriff’s Office leadership

Recommendations

San Joaquin County Sheriff's Office

R1.1 By December 31, 2017, develop, adopt and implement a minimum staffing level to carry out the functions of the property room to ensure the highest standards and integrity.

Agency Response:

“Response to Recommendation R1.1: The recommendation is being implemented. In Fiscal Year 2017-2018, a sworn Deputy Sheriff Sergeant and a sworn Deputy Sheriff are being added to the staff assigned to the Property/Evidence Room. Based on this additional staffing, our staffing levels will be comparable to agencies within San Joaquin County.

“The staffing levels will be reevaluated at fiscal mid-year to determine if they are meeting the needs and provide for a proper work flow within the Property/Evidence Room. This supervisor will evaluate the workflow and verify that proper staffing levels are obtained, and functions are being performed in the appropriate manner.”

2017-2018 Grand Jury Finding 1.0 The Grand Jury toured the evidence room and interviewed several sworn members of the Sheriff's department and confirmed that the additional staff recommended by the 2016-2017 Grand Jury have been allocated in the budget and are currently staffing their positions. These staff additions are consequential. Having increased staffing levels to carry out the functions of the property room will help ensure the highest standards and integrity of operations.

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R1.2 By December 31, 2017, assign a full-time, onsite supervisor for general supervision to assure the property room functions are being performed according to department policies and procedures.

Agency Response:

“Response to Recommendation R1.2: The recommendation is being implemented. Added through the budget process, and beginning July 1, 2017, a full-time sworn Deputy Sheriff Sergeant is being added into the Property/Evidence Room. This supervisor shall remain on site in the Property/Evidence Room, working with staff, coordinating training, overseeing day-to-day operations, and ensuring Property/Evidence Room functions are being performed according to department policies and procedures. A full-time Deputy Sheriff is also being assigned to the Property/Evidence Room. This Deputy Sheriff shall work full-time in the disposition process of property and evidence from within the Property/Evidence Room. With the reorganization of the Property/Evidence Room, the Sergeant will report directly to the Lieutenant of the Investigations Division, showing a

clear line of supervision and clear chain of command.”

2017-2018 Grand Jury Finding 2.0 The Grand Jury interviewed several sworn members of the Sheriff’s Office to validate that a sergeant has been assigned to the property and evidence room full time to supervise the operation. Having a sworn sergeant working in the property and evidence room provides direct supervision and accountability to Sheriff’s Office leadership and will avoid many of the issues found by last year’s Grand Jury. The assignment of a sergeant will further assure the property room functions are being performed according to department policies and procedures.

**The 2017-2018 Grand Jury reviewed and verified the agency’s response.
No further action is required.**

R2.1 By December 31, 2017, develop, adopt and implement a policy and a timeline for training of custodians, technicians and supervisors working or supervising in the property room.

Agency Response:

“Response to Recommendation R2.1: The recommendation is being implemented. A training needs assessment shall be conducted and a standard of training utilizing available California Commission on Peace Officer Standards and Training (POST) standards courses and training schedule implemented for all staff assigned to the Property/Evidence Room, regardless of previous trainings, to be completed by September 30, 2017, with the results forwarded to the Grand Jury. This will become the base level of training for future staff assignments. Continuing training and education to support industry best practices will be provided to all staff to ensure we stay current with any new or updated regulations.

“Simultaneously, a new training manual is currently being constructed by staff. The training manual will include current POST standards, and recommendations for internal policies. Beyond this, the California Association of Property and Evidence (CAPE) and the International Association of Property and Evidence (IAPE) standards are being reviewed for the possibility of utilizing these set standards. The final version will be reviewed and approved by the Administrative Staff of the Sheriff’s Office. Once reviewed and approved, this training manual, as well as training timelines and competency checklists, will be completed and implemented. This shall occur before December 31, 2017.”

2017-2018 Grand Jury Finding 3.0 The Grand Jury reviewed the updated property and evidence room training manual and found the material to be POST approved, comprehensive, and definitive in response to the Grand Jury’s recommendation. Executive and staff leadership recently completed CAPE training and attended several industry conferences relative to property and evidence management. Staff that are POST and CAPE trained and certified will ensure that the property and evidence room operations are compliant with industry standards, which will safeguard the evidence required for the

integrity of our justice system.

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R4.1 By December 31, 2017, complete a full inventory of the property room and provide a report to the Grand Jury.

Agency Response:

“Response to Recommendation R4.1: The recommendation is being implemented. A full inventory of the Property/Evidence Room began in early 2017. Four full-time employees and one contract employee working in an independent supervisory and oversight capacity are being utilized to accomplish this inventory. Additional staff members are being utilized on an as-needed basis to assist with the inventory. The inventory is currently anticipated to be completed by the end of October 2017. Once completed, a full report of the inventory findings will be provided to the Grand Jury.”

2017-2018 Grand Jury Discussion

The original complaint received by the 2016-2017 Grand Jury indicated that there were over 10,000 pieces of evidence missing at the San Joaquin County Sheriff's Department property room. The County Sheriff hired a retired Assistant Sheriff to oversee a complete inventory of the property room in response to the 2016-2017 Grand Jury recommendation.

The Sheriff's Office inventoried over 110,000 pieces of evidence between February and December 2017. Almost 2000 old location names for evidence were found and over 7000 items required updating to their current location in the evidence room software system.

Ultimately, 420 pieces of evidence were found to be misplaced involving 271 cases. Of those cases, 23 involved POST/CAPE evidentiary items (3 involved money, 16 involved drugs, 4 involved weapons). The Sheriff's Office provided the results of their inventory conducted from February 2017 to November 2017. The Grand Jury determined, based upon interviews and a review of the documentation provided, that the inventory had been conducted professionally, that a reconciliation had been completed between the multiple inventory systems covering over 40 years, and that this analysis reflected an accurate accounting of the property and evidence held by the Sheriff's Office.

2017-2018 Grand Jury Finding 4.0 The Grand Jury found that this inventory of the evidence and property room resolves the complaint concerning 10,000 missing pieces of evidence. No missing pieces of evidence have impacted past or current cases. Public confidence in the proper handling and disposition of evidence should be restored.

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R5.1 By December 31, 2017, assign sworn staff to actively and consistently review cases for disposition.

Agency Response:

“Response to Recommendation R5.1: The recommendation is being implemented. A full-time Deputy Sheriff Sergeant position and a full-time Deputy Sheriff position have been added in the 2017-2018 Fiscal Year Budget in addition to our current staffing levels and assigned to the Property/Evidence Room. The Deputy Sheriff Sergeant will assist in the review process of cases to help expedite the process of Property/Evidence Disposition. The Deputy Sheriff will handle the review of cases so that proper dispositions may take place on all property and evidence within the Property/Evidence Room. These positions are assigned exclusively to the Property/Evidence Room to alleviate any major barriers to the disposition process. At mid-fiscal year, a review of staffing levels will be done to evaluate if additional staffing is needed.”

2017-2018 Grand Jury Finding 5.0 The Sheriff’s Office has not only hired a full-time sworn Sheriff Sergeant for on-site supervisor of the property room, but it also has assigned a full-time sworn Deputy and is in the process of hiring another full-time evidence technician. Additionally, it has requested two more full-time evidence technicians be added to the 2018-2019 budget. The 2017-2018 Grand Jury finds this additional requested and approved staff to be necessary considering the amount of incoming evidence and court-ordered disposal of existing evidence. These new hires will permit staff to efficiently review evidence for disposition and reduce the amount held in the property room.

**The 2017-2018 Grand Jury reviewed and verified the agency’s response.
No further action is required.**

R5.2 By December 31, 2017, the Sheriff collaborate with other local law enforcement agencies and the District Attorney to develop a countywide Property Retention Policy Agreement.

Agency Response:

“Response to Recommendation R5.2: The recommendation is being implemented. Contact has been made with the District Attorney. A preliminary meeting was held at the Sheriff’s Office with representatives of the local agencies to begin the research necessary to develop both a countywide Property/Evidence Retention Policy Agreement and a County Property/Evidence Management Association to ensure ongoing updates to the policy and share industry best practices. The group set the next meeting for December 2, 2017, to be held at the Stockton Police Department in the Stewart-Eberhardt Building (SEB), located at 22 East Weber Avenue, with the District Attorney and local county agencies, to develop and implement a countywide Property/Evidence Retention Policy Agreement.”

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R5.3 By December 31, 2017, the Sheriff collaborate with other local law enforcement group to ensure all agencies' needs are being met.

Agency Response:

“Response to Recommendation R5.3: The recommendation is being implemented. Contact has been made with the District Attorney to schedule an appointment with them and other local county agencies to meet and develop a Property/Evidence Retention Policy Agreement to ensure all agencies' needs are being met (see Response to Finding R5.2).

“Beyond this, a meeting will be held with the Court Executive Officer and the Presiding Judge of the San Joaquin County Superior Court to determine how we may possibly work more efficiently within the Full Court Enterprise (FCE) system and streamline the process, after the opening of the new County Courthouse on July 31, 2017.”

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R6.1.1 By December 31, 2017, provide the property room with a first-aid kit.

Agency Response:

“Response to Recommendation R6.1.1: A first-aid kit was delivered and installed on June 16, 2017, in the office area of the Property/Evidence Room. An Automatic Electronic Defibrillator (AED) is also on order, with delivery scheduled for Monday, July 31, 2017. Installation will take place in the Property/Evidence Room immediately upon receipt of the unit.”

2017-2018 Grand Jury Finding 6.0 The Grand Jury visually inspected the property and evidence room and confirmed the placement of the AED and first-aid kit. The Sheriff's Office has also installed improved ventilation systems to reduce the harmful odors to which the staff have been exposed. The Grand Jury finds that the property room is now a safer place to work.

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

R6.1.2 By December 31, 2017, update the policies and procedures manuals relating to the property room.

Agency Response:

“Response to Recommendation R6.1.2: The supervising Sergeant of the Property/Evidence Room is collaborating with the Investigation Division Captain and Lieutenant and is in the process of updating these policies. It shall be completed by December 31, 2017 (see Response to Recommendation R2.1).

“Beyond this, San Joaquin County Risk Management has been scheduled to perform a walk-through inspection of the Property/Evidence Room to verify that all safety standards, as well as required safety postings, are put into place.

“Once the full inventory of the Property/Evidence Room is completed and all staff are permanently assigned to the Property/Evidence Room, the San Joaquin County Sheriff's Office will apply for an agency membership to California Association of Property and Evidence (CAPE), covering all staff assigned to the Property/Evidence Room, as well as management staff who will have oversight responsibility for the ongoing operations of the Property/Evidence Room. If an agency's membership is not available, an individual membership for identified staff will be obtained.”

2017-2018 Grand Jury Finding 7.0 The Grand Jury reviewed a copy of the newly-revised policy and procedures manual that was provided by the Sheriff's Office. Staff complying with revised policies and procedures will ensure that the property and evidence room operations are meeting industry standards.

**The 2017-2018 Grand Jury reviewed and verified the agency's response.
No further action is required.**

Conclusion

The San Joaquin Sheriff's Department should be commended for addressing all the issues identified by the 2016-2017 Civil Grand Jury Report. They have resolved these items in a timely and comprehensive manner.

The 2016-2017 Grand Jury should be commended for their excellent report which has had a significant impact upon the property and evidence room staffing and operations of the San Joaquin County Sheriff's Department.

Escalon Police Department

Escalon R1.1 By December 31, 2017, the supervisor of the evidence custodian conduct an inspection of the evidence storage facilities as outlined in the Escalon Police Department Policy Manual 804.8 (a).

Agency Response:

“Response by the City:

“Escalon Police Department Policy Manual section 804.8(c) states that on a monthly basis, the supervisor of the evidence custodian shall make an inspection of the evidence storage facilities and practices, to ensure adherence to appropriate policies and procedures. The City has set in place the following steps to ensure monthly inspections; Police Services Manager will assign the Police Community Service Officer to perform the following on a monthly basis;

1. On a date randomly scheduled, conduct an inspection of the evidence facility. The Inspection will address safety issues, cleanliness, functionality, and efficiency related to the agencies evidence/ property facilities.
2. Provide written documentation of the inspection results to the Office of the Chief of police.
3. When specific issues are identified, a proposed resolution designed to ensure compliance with agency policy should be developed. Within 90 days following the inspection, the proposed written resolution will need to be submitted to the Office of the Chief of police for approval and implementation.
4. Inspection records will be kept according to the agency records retention schedules.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Escalon R1.2 By December 31, 2017, a sergeant, as appointed by the chief, conduct an audit of the property and evidence room, as outlined in the Escalon Police Department Policy Manual 804.8 (c).

“Response by the City:

“Escalon Policy Manual 804.8 c. states that an annual audit of evidence held by the department shall be conducted by a sergeant (as appointed by the Chief of police) not routinely or directly connected with evidence control.

“Chief of police will annually appoint a sergeant to conduct an annual audit of the evidence held by the department. The audits not only verify compliance, but identify areas that may require review, and can facilitate appropriate processes for identifying and correcting procedural deficiencies. The following will be items will be part of the annual audit procedure;

“One of the following auditing methods should be utilized:

- Select and review a single case, reviewing the file from collection through disposition
- Randomly select an item of evidence / property for review, and backtrack the storage process and documentation of the item from its shelved location through its submission to the evidence / property storage area
- Randomly select an inactive case file for review. If purged, documentation should be reviewed to ensure compliance from collection through disposition

“Evidence/property facility audits should ensure the following:

- Standards and polices are routinely followed
- Evidence/property is protected from damage or deterioration
- Appropriate chain of custody processes are utilized
- Written documentation (e.g., property reports and logs) area appropriately maintained
- Notification and release authorizations have been obtained
- Evidence / property location and status are validated
- Evidence / property having no evidentiary value is being disposed of according to policy

“In addition, evidence / property facility audits should identify the following:

- Who seized the item
- What was the date and time of the evidence / property seizure
- Who documented it
- Who packaged it
- Who placed it in the temporary storage locker
- Who retrieved it from a temporary locker and processed it into the system

- Who stored the evidence/ property and at what time and date
- Who signed the property out for court use, when and what was the disposition
- Who signed it out for analysis, who transported it, who analyzed it and when and with what results, and who transported it back to the evidence room
- Who authorized release of the property
- Who notified the owner to retrieve the property and what date was the owner notified
- Who released the property and the date and time of release
- What identification was obtained from the owner prior to release
- Does the release paperwork show final release information of destruction information

“Annual audits as with inspections, will be thoroughly documented to demonstrate compliance and I or rectification of non-compliance issues, and the results forwarded to the Office of the Chief of Police. When validating items, focused attention will be paid to narcotics I controlled substances, currency I high value items and firearms. After random items from these areas are selected and validated, the audit can focus on general items of evidence I property attention

“Normal intake procedures conducted by the Police Service Manager, will provide immediate feedback to officers regarding any deficiencies in the evidence I property booking process. In the event corrections are required, the Police Service Manger should forward an Evidence Correction Notice to the Officer of record. This notice will provide the following:

- Date of request
- The name of the officer
- The name of the person directing the correction notice
- The crime report number
- Evidence I property submitted requires the following corrections
- Comments
- The date by which the correction are to be made

“In the event that the Notice of Correction has not been completed by the designated date, a Notice to the appropriate platoon supervisor will be forward and correction must be made within three days from the date of this notice.

“The Notice to Supervisor Memorandum will include the following information:

- Date
- The name of the supervisor responsible to address the issue
- The author of the memorandum
- The date, the responsible officer's name and the crime report number associated with the request.
- The deficiency which needs to be corrected
- Any comments associated with this request

“Notice to the Supervisor Memorandums will be retained for evaluation purposes and will be purge accordingly.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Escalon R1.3 By December 31, 2018, install a safe or vault for the storage of currency and valuables booked into evidence.

Agency Response:

“Response by the City:

“On or before December 31, 2018, the City will install a larger safe for the storage of currency and valuables booked into evidence.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Lodi Police Department

Lodi R1.1 By December 31, 2017, develop, adopt and implement an audit and inspection schedule, as outlined in the Lodi Police Department Policy Manual 802.8 (a) and (c).

Agency Response:

“Response: The Lodi Police Department currently conducts yearly audits and quarterly inspections pursuant to Lodi Police Department Policy 802.8 (Lexipol) - Inspections of the Evidence Room. The most recent yearly property room inspection was completed on January 12, 2017 by Captain David Griffin. The last three quarterly inspections were completed on September 1, 2016, January 2, 2017 and July 3, 2017, respectively, by Lieutenant Sierra Brucia. Copies of those reports, with the exception of the July 3, 2017 report, were submitted to the Grand Jury for review by Lieutenant Brucia prior to the completion of the Report. No further action is needed.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Lodi R1.2 By December 31, 2017, develop, adopt and implement a schedule for training of property room staff at a POST course in property and evidence management.

Agency Response:

“Response: Technical Services Lieutenant Sierra Brucia, Dispatch Supervisor Teresa Fulwiler, and Property Officer Kim Vantassel have been scheduled for POST Property Room Management training. Property Officer Kim Vantassel completed the POST Evidence and Property Function Management course on August 4, 2017. Technical Services Lieutenant Sierra Brucia and Dispatch Supervisor Teresa Fulwiler are scheduled to attend the course in October 2017.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Lodi R1.3 By December 31, 2018, install a safe or vault for the storage of currency and valuables booked into evidence.

Agency Response:

“Response: In February of 2017 a safe for the storage of cash and valuables was installed inside the Lodi Police Department narcotics vault. No further action is needed.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Manteca Police Department

Manteca R1.1 By December 31, 2017, develop, adopt and implement policies and procedures for annual audits of the property room.

Agency Response:

“Recommendation F1.1 The Manteca Police Department reviewed and revised Lexipol Policy 803.8 by adding the following subsection to address annual audits:

Subsection (d) An annual audit of evidence held by the department shall be conducted by the Operations Division Commander. An annual audit report will be produced and provided to the Chief of Police.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Manteca R1.2 By December 31, 2017, develop, adopt and implement policies to conduct monthly inspections of the property and evidence room, more frequently than what is outlined in the Manteca Police Department Policy Manual 803.8 (a).

Agency Response

“Recommendation F1.2 The Manteca Police Department added the following subsections to Lexipol Policy 803.8 to address inspections of the evidence/property room:

“Subsection (a) On a monthly basis, the detective supervisor or services division commander shall make an inspection of the evidence storage facilities and practices to ensure adherence to appropriate policies and procedures.

“Subsection (b) Unannounced inspections of evidence storage areas shall be conducted annually as directed by the Chief of Police.

“Subsection (c) Whenever a change is made in personnel who manage the evidence room, an inventory of any or all evidence/property may be made by the incoming manager of the evidence room, or an individual(s) not associated with the property room, to ensure that records are correct and all property/evidence is accounted for.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Manteca R1.3 By December 31, 2017, develop, adopt and implement a schedule for training of the property supervisor at a POST course in property and evidence management.

Agency Response:

“**Recommendation F1.3** By December 31, 2017, develop, adopt, and implement a schedule for training of the property supervisor at a POST course in property and evidence management. The department's training manager is in the process of scheduling the investigation's supervisor to attend a POST Evidence and Property Management Training Class.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Ripon Police Department

Ripon R1.1 By December 31, 2017, develop, adopt and implement a schedule for monthly inspections and annual audits, as outlined in the Ripon Police Department Policy Manual 802.8 (a) and (c).

Agency Response:

“Response to F1.1 and R1.1: The Ripon Police Department agrees with the finding and recommendation and will coordinate the monthly inspections and annual audits with the City of Ripon Property Room Supervisor and Auditor as outlined in the Ripon Police Department Policy Manual 802.8 (a) and (c). The Ripon Police Department has adopted and implemented a schedule for monthly inspections and has conducted and documented property room inspections for the months of June and July and will continue to do so on a monthly basis. In addition, a schedule for annual audits of the property room has been created. The property room will be audited by a City employee who is not routinely or directly connected with evidence control so that at the conclusion of each year, the result will be an inventory of all evidence contained within the property room. The next scheduled audit will occur in December 2017.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Ripon R1.2 By December 31, 2017, develop, adopt and implement a schedule for training of the property room supervisor at a POST course in property and evidence.

Agency Response:

“Response to F1.2 and R1.2: The Ripon Police Department agrees with the finding and recommendation and will send the City of Ripon Property Room Supervisor for training through a POST course in property and evidence on or before December 31, 2017. However, the next available local POST training course for Property and Evidence Room Management is scheduled for May 2018. As a result, the Department will register the Supervisor for the May 2018 POST course on or before December 31, 2017. In addition, on or before December 31,

2017, the Ripon Police Department will adopt and implement a policy and training schedule, using the California POST Law Enforcement Evidence and Property Management Guide, to ensure that the Department's evidence and property functions meet the State of California's best practices.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

San Joaquin County District Attorney's Office

DA R1.1 By December 31, 2017, develop, adopt and implement policies and procedures regarding annual audits and monthly inspections of the property room, according to best practices.

Agency Response:

“R1.1 Response: This recommendation has been implemented. The San Joaquin County District Attorney's Office has developed, adopted, and implemented policy and procedures regarding annual inventories and monthly inspections of the property room, according to best practices.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

DA R1.2 By December 31, 2017, complete an inventory of the property room and report findings to the Grand Jury.

Agency Response:

“R1.2 Response: This recommendation has been implemented. The San Joaquin County District Attorney's Office has completed an inventory of the property room. All items were accounted for, with the exception of two items from a 2008 workers compensation fraud case. Our investigation has concluded that these two items, consisting solely of documents, in fact were destroyed pursuant to the court's order upon the completion of the case in 2011, but erroneously omitted from the disposition list. Their disposition has been changed to ‘destroyed,’ and they will be omitted from subsequent inventory reports.”

DA R1.2.1 By December 31, 2017, Develop a policy that requires an inventory of all evidence and property whenever a change is made in personnel who have access to the evidence room.

Agency Response:

“R1.2.1 Response: This recommendation has been implemented.

The San Joaquin County District Attorney's Office has developed and implemented a policy that requires an inventory of all evidence and property whenever a change is made in personnel who have access to the evidence room.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

San Joaquin Delta College

SJDC R1.1 By December 31, 2017, assign a property room key to an additional, authorized staff.

Agency Response:

“Recommendation R1.1 will be implemented by September 1, 2017. The police department has requested an additional key and access code, which will be assigned to an additional trained staff member. The District Police will also join the newly created San Joaquin County Evidence and Property Task Force.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 60 days of receipt of the report.
The San Joaquin County Sheriff shall respond to all applicable findings.

Please mail or hand deliver a hard copy of the response to:

Honorable Linda L. Lofthus, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at grandjury@sjcourts.org

Follow-Up Report to the 2016-2017 San Joaquin County Grand Jury

Case #0416



San Joaquin County Self-Governing Special Districts *Who is Watching the Cookie Jar?*

Preface

This report contains the San Joaquin County Board of Supervisors' (BOS) and Auditor-Controller's (ACO) response to 2016-2017 San Joaquin County Civil Grand Jury follow-up report on San Joaquin County Self-Governing Special Districts. This follow-up report focuses on the 2016-2017 Grand Jury recommendation and the BOS and ACO responses to that recommendation. Grand Jury recommendations as well as the agencies' responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation.

A complete copy of the original report and the agency's response may be found on the San Joaquin County Grand Jury website at: <https://www.sjcourts.org>

Method of Follow-Up Investigation

The current Grand Jury reviewed the original 2016-2017 report, "San Joaquin County Self-Governing Special Districts, Who is Watching the Cookie Jar?" The current Grand Jury reviewed the San Joaquin County Auditor-Controller Office (ACO) and Board of Supervisors (BOS) responses.

Recommendations were reviewed to determine:

- If the agencies agreed with the recommendations
- If the agencies would implement the recommendations within the guidelines
- If confirmation was necessary: confirmation would include written documentation, interviews or site inspections.

Materials reviewed provided by the Auditor-Controller's Office

- San Joaquin County Best Practices for Accounting and Reporting for Locally-Governed Special Districts
- County Administrative Manual 700 Budget & Fiscal
- Controls and Oversight for Accounts Payable and Payroll

Interviews Conducted

- Auditor-Controller Office personnel

Recommendation

R1.0 The Auditor-Controller increase the number of auditors on staff within the financial audit department and budget accordingly for the subsequent year.

Agency Response:

"Response to Recommendation R.1.0

"The Auditor-Controller's Office (ACO) concurs with the recommendation.

"The ACO has been rebuilding its Internal Audit (IA) Division since 2013, as this Division was virtually eliminated during the County downsizing, which occurred during the Great Recession. Beginning in 2013, IA staff was increased from one to two, and in 2015 an IA Division Chief was added to manage the Division, bringing the total to three. The ACO currently has budgeted for an additional staff position to be hired in fiscal 2017-18, which will bring the Division total to four. This will allow the ACO to expand its scope of auditing regarding the independent special districts, along with other County-related departments."

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Recommendation

R2.1 By Dec. 31, 2017, The Auditor-Controller develop, adopt and implement a list of best practices regarding financial reports to guide board members of independent self-governing special districts.

Agency Response:

“Response to Recommendation R.2.1

“The ACO partially concurs with the recommendation.

“The ACO will develop a list of best practices for use by the independent special districts along with an easy-to-use reference guide for any board members with limited accounting and financial knowledge. The reference guide and best practices list will cover development and implementation of an annual budget, how to properly compile comprehensive actual transaction information, and analysis of budget-to-actual activities. This information will be provided to the independent special districts before the December 31, 2017 deadline in the recommendation.

“However, it is beyond the authority of the ACO to have those best practices adopted and implemented by the independent special districts. It will be up to each district’s board to adopt and implement. The ACO’s authority is limited to a ‘general supervision’ per Government Code 26881.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Recommendation

R3.1 By Dec. 31, 2017, The Auditor-Controller develop and distribute to all independent self-governing boards a list of best practices including, but not limited to: profit and loss statements, balance sheets, signatory requirements and general ledger items.

Agency Response:

Response to Recommendation R.3.1

The ACO concurs with the recommendation.

In addition to developing and providing the independent special districts with the best practices information discussed in R.2.1, the ACO will also include best practices related to controls and oversight for accounts payable and payroll processing. This will include a recommendation for the independent special districts to review accounts payable transaction details *before* approving the expenditures for payment by the ACO, and to analyze payroll activities and exceptions (overtime) data prior to submission to the ACO for disbursement. We believe a comprehensive set of guidelines which cover accounting operations *and* financial reporting will best serve the independent special district boards.”

The 2017-2018 Grand Jury reviewed and validated the agency response.

No further action is required.

Recommendation

R3.2 The Board of Supervisors direct independent, self-governing special districts to review and revise fact sheets to include financial acumen of board candidates and provide financial training for all board members.

Agency Response:

Response to R3.2:

“The recommendation will be implemented in part.

“The Board of Supervisors has, in some instances, the authority to appoint members to the governing bodies of independent, self-governing special districts. The Board of Supervisors does not have the authority to direct that the special district take any certain action. The Board of Supervisors, consistent with this recommendation, will request that the governing bodies of the special districts review and revise the fact sheets, or equivalent document, to include financial acumen of board candidates. The Board of Supervisors, likewise, will recommend that the special district provide financial training for all board members and will explore facilitating the provision of such training. It should be noted that special districts can utilize the resources available through the California Special Districts Association (CSDA) to which many fire, reclamation, and special districts are members. CSDA has contemporary training that is tailored for special districts.”

**The 2017-2018 Grand Jury reviewed and validated the agency response.
No further action is required.**

Conclusion

The Auditor-Controller's office is to be commended on several levels. They produced a document titled "San Joaquin County Best Practices for Accounting and Reporting for Locally-Governed Special Districts," which includes basic tutorials on profit and loss statements, balance sheets, general ledger, and signatory requirements. In addition, it expanded the level of documentation to include "Controls and Oversight for Accounts Payable and Payroll."

These two thorough and comprehensive documents provide any board of directors charged with overseeing an agency a proper set of tools to do the job responsibly. Any board which has oversight of an organization's finances will be well served to read, understand, and adopt these best practices to reduce the opportunity for theft or misappropriation of funds in their organization.

Not only did the Auditor-Controller's office produce these two documents, but it called every Independent Special District and interviewed the most responsible party. This was done to ensure that the districts not only received the information provided, but had in fact read and, in some cases, acted upon this information.

The Auditor-Controller's office has no authority to require implementation of the best practices. Of the 103 Independent Special Districts called, 5 did not respond and 10 had no interest. Eighty-eight districts saw real value and, in many cases, had begun implementation of the best practices even before the phone call. The anticipated long-term effect of these documents is that people are watching, paying attention, and trying to get out ahead of the Grand Jury report.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

**Follow-up Report to the
2016-2017 San Joaquin County Civil Grand Jury
Case #0516**



Manteca Unified School District

Meeting the After-school Needs of Weston Ranch High School Students

Preface

This report contains Manteca Unified School District's response to the 2016-2017 San Joaquin County Civil Grand Jury report regarding the absence of student after-school programs at Weston Ranch High School.

Each Grand Jury recommendation and School District response is included verbatim. At the end of each recommendation, the 2017-2018 Grand Jury's determination is also presented.

A complete copy of the original report and the district's response may be found on the San Joaquin County Civil Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-up Investigation

The current Grand Jury reviewed the original 2016-2017 report #0516 "Manteca Unified School District; Meeting the After-school Needs of Weston Ranch High School Students." The Grand Jury reviewed the district's mandatory responses to the original findings and recommendations. The district provided a response that was complete and comprehensible.

Recommendations were reviewed to determine:

- If the district agreed with the recommendations
- If the district would implement the recommendations within the deadlines
- If confirmation was necessary, confirmation could include written documentation, interviews or site inspections.

Recommendations, District Responses and Grand Jury Determinations

Recommendation

R2.1 By September 30, 2017 Manteca Unified School District develop an after-school program for the Weston Ranch youth.

Agency Response

“Response to Recommendation R2.1

The District agrees with the recommendation. The District will continue to work toward the development of after school services for the youth in the Weston Ranch area by the recommended deadline.”

Recommendation

R2.2 By December 31, 2017, Manteca Unified School District adopt and implement an after-school program for the Weston Ranch area youth.

Agency Response

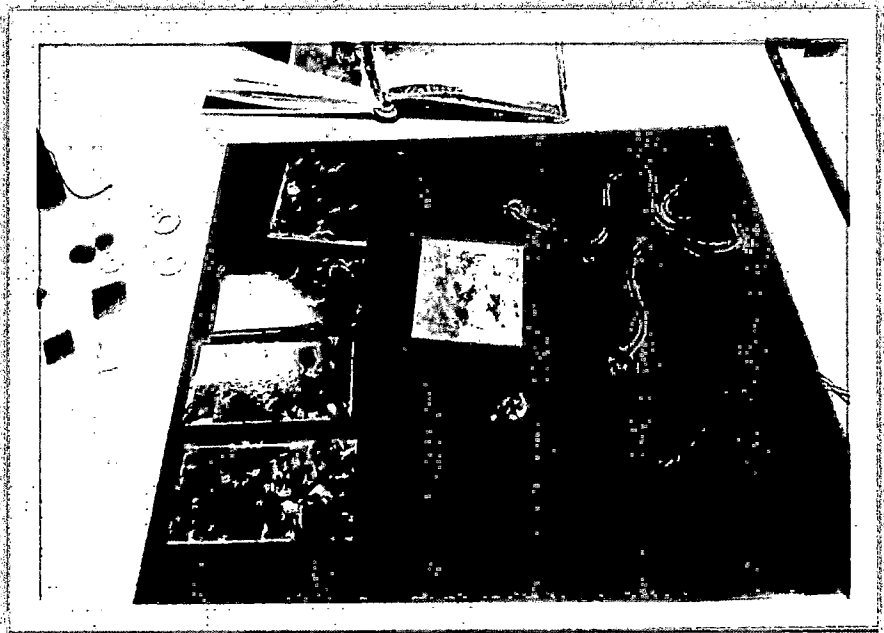
“Response to Recommendation R.2.2

The District agrees with the recommendation. The District will implement after school services for the youth in the Weston Ranch area by the recommended deadline.”

2017-2018 Grand Jury Findings:

F1.1 The Manteca Unified School District along with the staff of Weston Ranch High School have developed several significant after-school programs. In doing so, they are preparing students for future education and/or employment in technical careers. Some of the programs serving more than 75 students are:

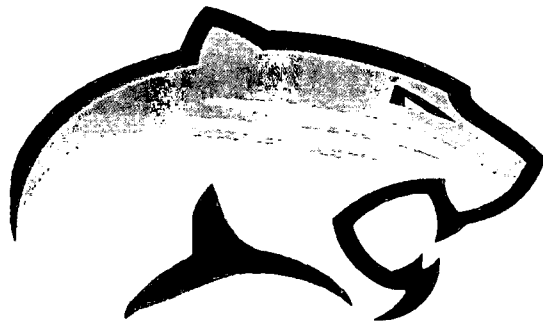
- SAT Preparation
- Spanish Tutoring
- Weight Lifting
- Arts and Crafts



Get Your Life Right This is a program to assist seniors with understanding their next steps after high school and how to prepare for these steps.

GET YOUR LIFE RIGHT

8.17.2015



Get your
Life Right

Room 1103

2:45pm - 3:45pm Monday,
Tuesday and Thursday

MR WILLIAMS

IN THIS PROGRAM

What we do After School

This After school enrichment class is designed to be a help for whatever any student needs. It isn't just meant for students to get homework done; it is meant to help them in any area of their life/academics that they see a need.

Class Help

First off, in my students come to get advice on how to improve their grade in classes that they are struggling in and they just want to be in a comfortable setting in order to do this. Listed is some of the main areas help is provided:

- Study habits
- Tutoring (when needed)
- How to communicate to and with teachers
- Organization habits

A Safe Place

Many students will come to study or just hang out in order to feel safe or stay out of trouble. Also, many have sought help navigating stressful and difficult school circumstances/issues.

College and Career

One of the biggest components of the "Get Your Life Right" program is to help upperclassmen who are unable to take the "Next Steps" elective, help in the paperwork and planning of their post high school career/life. In this process we help layout all of the choices they can make and assist in understanding how to complete all of the paperwork needed to pursue their plans. Below are some of the areas we were able to assist students:

- FAFSA Applications
- Researching careers and training required for different career paths
- How to navigate college websites and information
- Scholarships available and aid filling out applications

Job Skills

The last focused area is job skills/job information. Many students come here to get aid and assistance in obtaining employment and how to network in the modern job environment successfully.



Career Essentials

A part of this program that help students have the essential documents, resources and materials necessary to be able to obtain employment.

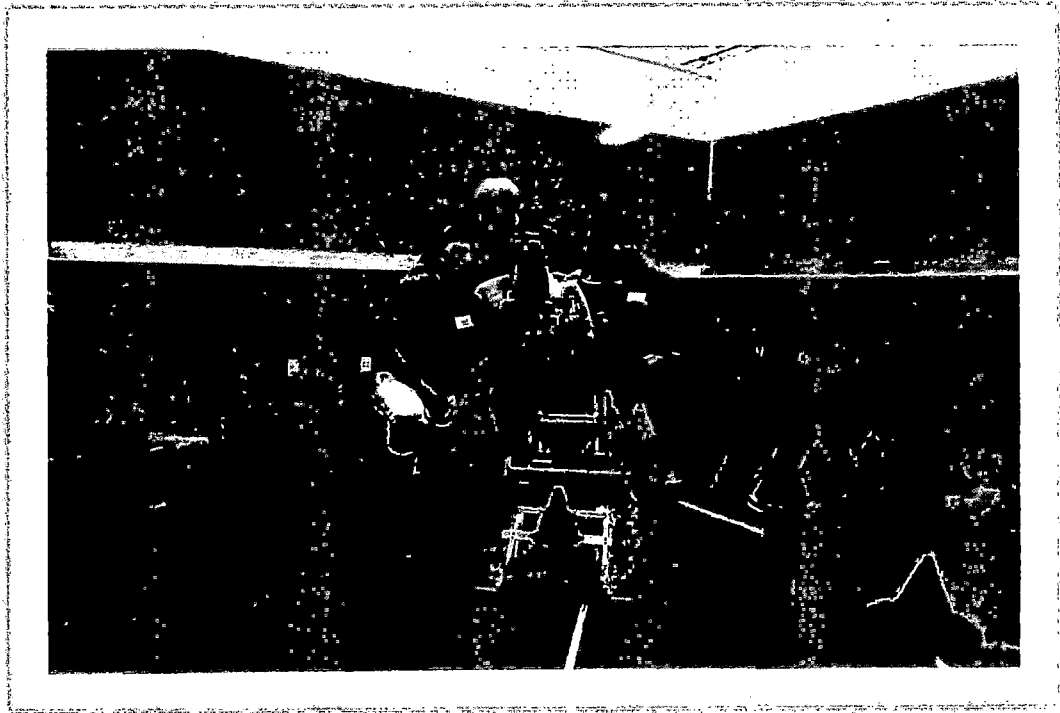
Resume, Cover letters, Application help, interview practice and etc.



Statistics So Far

Since this program has started we have had the following success since November 2012:

- 10 Students have successfully obtained employment
- 15 FAFSAs successfully completed
- 11 Struggling Students have increased their grade by a whole letter grade



- Robotics: Students build, develop code, and operate robots which can complete prescribed activities. Weston Ranch students have successfully competed locally and are now preparing to participate in state competition.

Additional activities planned for upcoming months include:

- Meditation and wellness activities
- Pilates/Yoga Combo exercises
- Video Production

Additionally, 262 students are served through the after-school peer tutoring program.

F1.2 In the 2016-2017 school year, Manteca spent \$125,000 contracting with Stockton Kids Club to run its after-school program at Weston Ranch High School. This year the District, in conjunction with the Weston Ranch High School staff, has spent \$30,000 on the after-school programs described above and is providing significantly more opportunities for the students.

The 2017-2018 Grand Jury determined that no further action was required.

Commendation

On December 12, 2017, Manteca Unified Board of Trustees approved a Memorandum of Understanding (MOU) with the Boys and Girls Club of Manteca-Lathrop to work together along with a newly-formed foundation to provide a quality after-school program for Weston Ranch High School students.

The District has provided seed money and will make facilities available. The Boys and Girls Club will operate the program. In February 2017, the Weston Ranch After-School Program Committee was formed. After a series of seven meetings ending in November 2017, the Weston Ranch Boys and Girls Club Foundation (a 501c3 non-profit organization) was formed to support the efforts to provide “after-school programming that encourages student involvement, student engagement, and student success.”

The Manteca Unified School District, the staff of Weston Ranch High School, and many community members have significantly improved after-school opportunities for Weston Ranch High School students at considerably less cost than the previous contracted services. They should be commended for their extraordinary efforts.

Response Requirements

California Penal Code sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Manteca Unified School District Board of Trustees shall respond to the Findings of the 2017-2018 San Joaquin County Grand Jury.

Mail a hard copy of the response to:
Honorable Linda L. Lofthus
Presiding Judge
Superior Court of California, County of San Joaquin
180 E. Weber Avenue, Suite 1306J
Stockton, California 95202

Please email the response to
Ms. Trisa Martinez
Staff Secretary to the Grand Jury at grandjury@sjcourts.org

Disclaimer

Grand Jury reports are based on documentary evidence and testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court or another judge appointed by the Presiding Judge (Penal Code sections 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code sections 924.2 and 929).

Follow-Up Report to the 2016-2017 San Joaquin County Grand Jury

Case #0616



Countywide Dispatch for Fire *Two Are Not Always Better than One*

Preface

This report contains the responses to the 2016-2017 San Joaquin County Civil Grand Jury report concerning County-wide fire dispatch of the following agencies:

- San Joaquin County Board of Supervisors (BOS)
- City of Stockton
- City of Manteca
- City of Lodi
- City of Tracy
- City of Lathrop
- Lathrop Manteca Fire District
- Escalon Fire District
- Ripon Fire District
- Farmington Fire District
- French Camp Fire District
- Colledgeville Fire District
- Montezuma Fire District
- Linden Fire District-Peters
- Clements Fire District
- Woodbridge Fire District
- Liberty Fire District
- Mokelumne Fire District
- Waterloo-Morada

This follow-up report focuses on the 2016-2017 Grand Jury recommendations and the identified county, city and fire district responses to those recommendations. Grand Jury recommendations, as well as the agencies' responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation. A complete copy of the original report and each agency's response may be found on the San Joaquin County Grand Jury website at: <https://www.sjcourts.org>

Glossary

AVL	Automatic Vehicle Locator – Identifies the exact location of emergency vehicles and routes the closest vehicle to the emergency.
CAD	Computer-Aided Dispatch.
EMS	Emergency Medical Services.
Fire Agency	A fire department or fire district.
JRUG	Joint Radio Users Group, a JPA comprised of 13 San Joaquin County rural fire districts.
UHF	Ultra-High Radio Frequency
VRECC	Valley Regional Emergency Communication Center, a JPA run by AMR that dispatches for 13 fire agencies and three ambulance services.

Method of Follow-Up Investigation

The current Grand Jury reviewed the original 2016-2017 report and evaluated the agency's mandatory responses to the findings and recommendations.

Recommendations were reviewed to determine:

- If the agency responses were complete and comprehensible
- If the agency would implement the recommendations within the stated deadlines
- If confirmation was necessary: confirmation could include written documentation, interviews, or site inspections
- If the agency disagreed, a determination was made as to whether their response is statutorily compliant.

2016-2017 Grand Jury Recommendations

City of Stockton

Recommendation

R1.1 By Oct. 1, 2017 the Stockton City Council complete an evaluation of financial and operational feasibility of Stockton Fire utilizing VRECC's CAD/AVL technology.

Agency Response:

“Response: The respondent disagrees with this recommendation. On October 18, 2016, the City Council approved the purchase of the Fire Department module for the current Tiburon/TriTech software system that is utilized by the Stockton Police Dispatch. Once implemented, both emergency response Departments (Police and Fire) will be on an integrated system, thereby benefiting from economies of scale in needed server and backbone infrastructure, training, and technical support. This system was extensively evaluated by, not only the City, but also our partners in the SJCRFDA. The parent company of this system also supplies the system used by VRECC. Furthermore, Tiburon/TriTech will be 100% compatible with VRECC.”

R1.2 By Oct. 1, 2017, The Stockton City Council determine the feasibility of cancelling or revising the existing contract to migrate the current Stockton Fire CAD technology to the Stockton PD dispatch CAD system.

Agency Response:

“Response: The respondent disagrees with the recommendation. See response to R1.1 above”.

R1.3 By Dec. 31, 2017 the County EMS in collaboration with the City of Stockton, the Joint Radio Users Group, and the San Joaquin County Regional Fire Dispatch Authority develop a task force and provide a plan to consolidate into a single countywide emergency fire dispatch center.

Agencies' Responses:

San Joaquin County Board of Supervisors

“Response to R1.3: The recommendation will be implemented.

“By December 31, 2017, the San Joaquin County EMS Agency will seek the cooperation of the two fire dispatch governing bodies to form a task force to explore the possibility of creating a single countywide EMS and fire dispatch center. The San Joaquin County EMS Agency did request that the City of Stockton explore utilizing a single countywide EMS and fire dispatch center throughout the period of time the County and the City were engaged in dispatch and EMS litigation (2006-2010). Also, the San Joaquin County EMS Agency sought cooperation of the city fire chiefs to explore the possibility of forming a single countywide EMS and fire dispatch center as part of the 2014 request for proposals (RFP) for emergency ambulance service. None of those previous attempts were successful.”

Stockton City Council

“Response: The respondent disagrees with this recommendation. A single countywide emergency fire dispatch center requires a strong governance model to be successful. This will require a high level of trust between agencies. Currently, that level of trust is not evident. Based on recent County actions, the City of Stockton is concerned about the role County EMS would have in developing such a plan. As noted above, the City currently administers the dispatch services for 76% of the population of San Joaquin County including the City of Stockton, Lathrop-Manteca Fire District, City of Lodi, City of Manteca, and the City of Tracy through a Joint Powers Authority, SJCRFDA. The City encourages the fire departments in the County that are not already part of the SJCRFDA to seek membership in this already established regional dispatch center.”

Manteca City Council

“The City of Manteca is willing to participate in this Taskforce.”

Lodi City Council

“Response: The City of Lodi would be happy to collaborate with the City of Stockton, JRUG, and SJCRFDA to develop a plan to work toward consolidation into a single countywide emergency fire dispatch center. There are several examples of public sector regional centers contiguous to San Joaquin County that can be used as model centers. However, it is Lodi's position that County EMS involvement in how local public agencies dispatch fire emergency response units overreaches the County's authority. Since the County is ultimately responsible for fire services provided by the smaller districts within the unincorporated areas of the County it has a strong incentive to favor the cost weighted VRECC model. The City of Lodi will work towards implementing this recommendation with an eye towards bringing the smaller fire agencies into the public dispatch model.”

Tracy City Council

“The City agrees with this recommendation and is committed to being an active participant in the task force as a member of the San Joaquin County Regional Fire Dispatch Authority. The City Fire Chief was one of the key architects of the Alameda County Regional Emergency Communication Center (ACRECC) and would bring that experience and expertise in the development of a transition plan to a countywide emergency fire dispatch center. ACRECC is a high performing regional fire dispatch center that provides dispatches to over 100,000 incidents annually and provides dispatch services for the contract county ambulance and most fire agencies in Alameda County.”

Lathrop City Council

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Lathrop-Manteca Fire District Board of Directors

The Lathrop-Manteca Fire Protection District failed to properly respond to the Grand Jury’s Findings and Recommendations per California Penal Code section 933(c).

Escalon Fire District Board of Directors

“The Escalon Consolidated Fire Protection District will continue to support JRUG and its long standing working relationship with the San Joaquin County EMSA. As part of JRUG we will continue to work with other interested parties to explore any and all viable options. As previously mentioned, as a smaller agency, governance and cost are a key concern.”

Ripon Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Farmington Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

French Camp Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Collegeville Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Montezuma Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Linden-Peters Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

The Clements Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Woodbridge Fire District Board of Directors

“F1.3-The Woodbridge Fire District agrees with the finding and along with **R1.3** could be solved by a taskforce to sit down and discuss the details and work out the differences.”

Liberty Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Mokelumne Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

Waterloo Morada Fire District Board of Directors

“SJCJRUG and its members have a long-history of working in conjunction with the San Joaquin county EMSA. We will continue to work with other interested parties to explore any and all viable options.”

2017-2018 Grand Jury Conclusion

Of the eighteen responding fire agencies and the County Board of Supervisors one respondent (City of Stockton) disagreed with the recommendation, seventeen respondents agreed with the recommendation, and one respondent did not respond in accordance with CA Penal Code 933(c).

Overwhelmingly, the agency's responses indicate a need to further pursue the Grand Jury's recommendation R1.3 to "seek the cooperation of the two-fire dispatch governing bodies to form a task force to explore the possibility of creating a single countywide EMS and fire dispatch center." The City of Stockton has chosen to disagree with this finding. Until Stockton decides to engage in a dialog about Recommendation R1.3 with all the other fire agencies, there is no reason to pursue it further.

2016-2017 Grand Jury Recommendations

Recommendation

R1.4 By Dec. 31, 2017, the City of Stockton develop a plan to replace the existing core UHF radio technology that supports public safety with San Joaquin County core UHF radio technology.

Agency Response:

Stockton City Council

"The respondent partially agrees and partially disagrees with this recommendation. The City is currently working with a consultant to develop a project schedule and plan to replace its' outdated core UHF radio technology that supports City public safety agencies. The plan will be developed with regional interoperability and possible redundancy with county technology in mind, but separate from San Joaquin County's current core UHF radio technology plan. It is anticipated that a schedule will be in place prior to December 31, 2017."

The 2017-2018 Grand Jury determined further action is required.

The 2017-2018 Civil Grand Jury did not receive a copy of the anticipated schedule addressed above. The 2018-2019 San Joaquin Civil Grand Jury may decide to follow-up on R1.4 to ensure that a project plan is published and that the system is installed within anticipated timelines.

Recommendation

R2.1 By December 31, 2018 have AVL deployed at the Stockton Fire Dispatch Center.

Agency Response:

Stockton City Council

“The respondent partially agrees with this recommendation. The City has an established timeline to implement the upgraded CAD system by January 2018, which will include AVL capability.”

The 2017-2018 Grand Jury determined further action is required.

The 2017-2018 San Joaquin County Civil Grand Jury did not receive a copy of the anticipated timeline schedule addressed above. As of the date of this report, the system has not been implemented by the City of Stockton, contrary to previous statements by various Fire Agencies. The 2018-2019 San Joaquin County Civil Grand Jury may decide to follow-up on this item to ensure that it is implemented and performs as anticipated.

Recommendation

R2.2 By December 31, 2017, all county fire agencies, develop a plan to fund, purchase and implement AVL on all emergency fire vehicles.

Agency’s Response:

Stockton City Council

“The respondent partially agrees with this recommendation. The City's emergency fire vehicles will deploy AVL equipment by January 2018.”

Manteca City Council

“The City of Manteca will have AVL in all emergency fire apparatus by December 31, 2017”.

Lodi City Council

“All SJCRFDA fire agency members (including the City of Lodi) already have AVL equipment purchased, installed, and ready to go once Stockton has installed the new CAD system which is scheduled to be online January 1, 2018.”

Tracy City Council

“The City agrees with this recommendation. As stated above, the SCFA has AVL on all first-out fire apparatus and AVL will become fully functional when Stockton Fire Dispatch transitions to their new computer aided dispatch system later this year.”

Lathrop City Council

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Lathrop-Manteca Fire District Board of Directors

The Lathrop-Manteca Fire Protection District failed to properly respond to the Grand Jury’s Findings and Recommendations per California Penal Code section 933(c).

Escalon Fire District Board of Directors

“As previously stated, the Escalon Consolidated Fire Protection District currently has AVL capabilities through mobile data computers and is researching additional technology which would expand current capabilities. There are costs associated with this technology, which include procurement of equipment, installation and on-going monthly fees for data services. These costs add to already over-burdened budget costs caused, in part by unfunded mandates by the state and county. While it is simple to state that all units should have AVL, some such as utility or support vehicles may not benefit. An additional consideration to this component is whether or not the dispatch center has the infrastructure to support the field units. VRECC has the necessary infrastructure in place and has for approximately twelve years; while the report indicates that the Stockton Fire Dispatch Center does not.”

Ripon Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Farmington Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets caused by unfunded mandates by the State and County already. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

“VRECC has the necessary infrastructure in place and has for over 12 years. The Stockton Fire Dispatch Center does not. In fact, the agencies who left VRECC for the Stockton Center abandoned the AVL data processing capability, as they had the necessary in vehicle equipment.”

French Camp Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data.”

“There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Collegedale Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets caused by unfunded mandates by the State and County already. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

“VRECC has the necessary infrastructure in place and has for over 12 years. The Stockton Fire Dispatch Center does not. In fact, the agencies who left VRECC for the Stockton Center abandoned the AVL data processing capability, as they had the necessary in vehicle equipment.”

Montezuma Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch

center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets caused by unfunded mandates by the State and County already. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

“VRECC has the necessary infrastructure in place and has for over 12 years. The Stockton Fire Dispatch Center does not. In fact, the agencies who left VRECC for the Stockton Center abandoned the AVL data processing capability, as they had the necessary in vehicle equipment.”

Linden-Peters Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. VRECC has the necessary infrastructure in place and has for over 12 years. The Stockton Fire Dispatch Center does not. In fact, the Tracy Fire Department and the Lathrop Manteca Fire District both abandoned the AVL data processing capability, when they left VRECC for Stockton fire Department. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Clements Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

The Woodbridge Fire District Board of Directors

“The Woodbridge Fire District agrees that AVL capability will allow for the closest unit to respond and even allow for border drops between agencies. However, this does come with a cost of \$1200 per unit. Along with Recommendation R2.2, this will not be easily achieved by most without a funding mechanism.”

Liberty Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. VRECC has the necessary infrastructure in place and has for over 12 years. The Stockton Fire Dispatch Center does not. In fact, the Tracy Fire Department and the Lathrop Manteca Fire District both abandoned the AVL data processing capability, when they left VRECC for Stockton fire Department. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Mokelumne Fire District Board of Directors

“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

Waterloo Morada Fire District Board of Directors

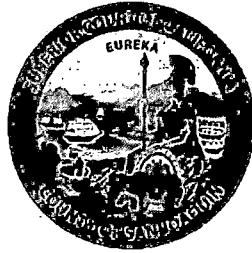
“As stated in the published report, SJCJRUG members already have AVL capability in place and have been utilizing it. There are two parts to deploying AVL technology, one is for the dispatch center to have the infrastructure, and the other is for the field units to have the proper equipment to send the AVL data. There are costs associated with this technology for each agency. Capital costs to procure equipment for installation in fire apparatus and on-going fees for monthly data services. These costs add to already over burdened budgets. The determination of which units each specific Agency determines to track in the system is left up to that Agency. While it is convenient to state that all units should have AVL, some such as utility or support vehicles may not benefit.”

The 2017-2018 Grand Jury determined no further action is required.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

**Follow-Up Report to the
2016-2017 San Joaquin County Grand Jury
Case #0716**



French Camp McKinley Fire District

Preface

This report contains the French Camp McKinley Fire District's response to 2016-2017 San Joaquin County Civil Grand Jury follow-up report. This follow-up report only focuses on the 2016-2017 Grand Jury recommendation and the Fire District's response to that recommendation. Grand Jury recommendations as well as the Fire District's responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation.

A complete copy of the original report and the agency's response may be found on the San Joaquin County Grand Jury website at: <https://www.sjcourts.org>

Method of Follow-Up Investigation

The current Grand Jury reviewed the 2016-2017 Grand Jury report #0716 and the French Camp McKinley Fire District responses. The Grand Jury reviewed the District's mandatory responses to the original findings and recommendations. The recommendations were then evaluated to determine if the District agreed and would implement the recommendations within the stated deadlines. If the District had agreed, it was then determined whether some type of confirmation was necessary. Confirmation could include written documentation, interviews or site inspections.

Recommendations were reviewed to see:

- If the district provided a complete comprehensible response
- If the district would implement the recommendations within the deadlines
- If confirmation was necessary. Confirmation could include written documentation, interviews or site inspections.

We also confirmed training documentation and that the fire district's website was in compliance with Brown Act requirements.

Recommendations and Grand Jury Results

Recommendation

R1.1 By September 30, 2017, members of the French Camp McKinley Fire District Board review and agree to follow District Policy 1093 and submit a signed letter of completion to their clerk of the board.

Agency Response:

“The members of the Board of Directors of the French Camp McKinley Fire District have all reviewed and agreed to follow District Policy 1093. The Board members have all signed letters of completion and provided them to the current Clerk of the Board. By December 31, 2017 all members of the Board of Directors will have completed their ethics training as required in Government Code Section 53235. The District is in the process of scheduling this training.”

R1.2 By December 31, 2017 all board members complete ethics training as required in Government Code section 53235.

Agency Response:

“The members of the Board of Directors of the French Camp McKinley Fire District have all reviewed and agreed to follow District Policy 1093. The Board members have all signed letters of completion and provided them to the current Clerk of the Board. By December 31, 2017 all members of the Board of Directors will have completed their ethics training as required in Government Code Section 53235. The District is in the process of scheduling this training.”

The 2017-2018 Grand Jury determined no further action is required.

Recommendation

R2.1 The French Camp McKinley Fire District post all agendas within the 72- hour time frame on their website as stipulated by the Brown Act.

Agency Response:

“As shown in Attachment ‘A’ and Attachment ‘B,’ the District has been posting Board Meeting Agendas on line via its website www.frcfire.com and the District will continue to do so. The Board Chairman of the French Camp Mckinley Fire District has required that all Board Members complete training on the Brown Act no later than December 31, 2017, and provide documentation of the completion to the current Clerk of the Board.”

Recommendation

R2.2 By December 31, 2017, the French Camp McKinley Fire District Board Chair require all board members to complete training on the Brown Act and provide documentation of completion to the clerk of their board.

Agency Response

“As shown in Attachment ‘A’ and Attachment ‘B,’ the District has been posting Board Meeting Agendas on line via its website www.frcfire.com and the District will continue to do so. The Board Chairman of the French Camp McKinley Fire District has required that all Board Members complete training on the Brown Act no later than December 31, 2017, and provide documentation of the completion to the current Clerk of the Board.”

The 2017-2018 Grand Jury determined no further action is required.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

**Follow-Up Report to the
2016-2017 San Joaquin County Grand Jury
Case #1401**



Local Agency Formation Commission
It's Time to Come Together
Consolidate the Eight

Preface

This report contains the responses from the Local Agency Formation Commission (LAFCo) to the 2014-2015, 2015-2016, and 2016-2017 Grand Jury follow-up reports: "It's Time to Come Together, Consolidate the Eight." Report 1401 recommended that LAFCo lead the effort to consolidate eight rural fire districts into one district. This follow-up report focuses on the 2016-2017 Grand Jury recommendations and the agency's response to those recommendations. Grand Jury recommendations as well as the agency's responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation.

A complete copy of the original report and the agency's response may be found on the San Joaquin County Civil Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-Up Investigation

The current Grand Jury reviewed the 2016-2017 Grand Jury follow-up report #1401 and the LAFCo Board of Directors' disagreement with Grand Jury recommendations.

Recommendations were reviewed to see:

- If the Commission's responses were complete and comprehensible
- If the Commission would implement the recommendations within the stated deadlines
- If confirmation was necessary: confirmation could include written documentation, interviews or site inspections
- If the agency disagreed, a determination was made as to whether their response is statutorily compliant.

Recommendations and Grand Jury Results

Recommendation

R1.1 By September 30, 2017, LAFCo complete the Municipal Service Review (MSR) for the rural fire protection districts in San Joaquin County.

Agency Response:

"Disagree. In April of this year (2017), LAFCo reported to the Grand Jury 'LAFCo has made progress but has not yet completed this document and anticipates completion later this calendar year.' This schedule remains achievable for the completion of the draft document depending on workload."

The 2017-2018 Grand Jury determined no further action is required.

Recommendation

R1.2 By November 30, 2017, LAFCo establish a schedule of meetings with the eight fire districts to discuss consolidation and provide quarterly progress reports to the grand jury.

Agency Response:

“Disagree. LAFCo has committed to pursuing the concept of consolidation and will do so following its policies and procedures while exercising its independent judgement. LAFCo will provide updates as appropriate.”

The 2017-2018 Grand Jury determined no further action is required.

Conclusion for “Consolidate the Eight”

Recommendations by the Grand Jury to LAFCo beginning in 2014 have not produced any tangible results. The original 2014 GJ recommended that the LAFCo board provide quarterly updates about the consolidation of the rural fire districts.

All responding rural fire districts agreed with this recommendation. LAFCo only partially agreed to report on the consolidation progress but not quarterly.

All subsequent Grand Juries felt the process for “Consolidate the Eight” was moving forward but at a slow pace.

The findings, recommendations and conclusion of the 2016-2017 GJ still holds true today.

2016-2017 Findings and Recommendations

F1.1 LAFCo failed to complete the MSR by 2016, resulting in a delay to the potential consolidation of these eight districts.

F1.2 LAFCo agreed to coordinate a series of meetings with the fire districts to discuss consolidation. Failure to conduct such meetings has led to a delay in the potential consolidation of these eight districts.

Recommendations

R1.1 By September 30, 2017, LAFCo complete the MSR for the rural fire districts in San Joaquin County.

R1.2 By November 30, 2017, LAFCo establish a schedule of meetings with the eight fire districts to discuss consolidation and provide quarterly progress reports to the grand jury.”

Conclusion

LAFCo Municipal Service Review Guidelines requires that an MSR be completed no later than every five years. LAFCo's last MSR was filed October 2011.

It is imperative that LAFCo complete the Municipal Service Review by September 2017. Completion of the MSR will enable the rural fire districts to meaningfully discuss possible consolidation. LAFCo agreed the subject of consolidation is deserving of discussion with all of the fire districts. Elected officials and community members must be engaged in the process. Consolidation may result in more effective and efficient fire protection services.”

LAFCo has been slow to move forward on the recommendations of the Grand Jury. As a body of 19 independent citizens, representing all parts of the County, and charged with protecting the interest of our community, we expect greater responsiveness on the issue of consolidation.

LAFCo's last communication (see appendix) clearly expresses their disdain for the oversight function of the Grand Jury. That is unfortunate.

An important court decision states:

“In our system of government, a grand jury is the only agency free from possible political or official bias that has an opportunity to see the picture of crime and the operation of government relating thereto on any broad basis. It performs a valuable public purpose in presenting its conclusions drawn from that overview. The public may, of course, ultimately conclude that the jury's fears were exaggerated or that its proposed solutions are unwise. But the debate which reports, such as the one before us, would provoke could lead only to a better understanding of public government problems. They should be encouraged and not prohibited.”²⁸

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

²⁸ *Monroe v Garrett (1971), 17 Cal App 3d 280*

**Follow-Up Report to the
2015-2016 and 2017-2018
San Joaquin County Grand Jury
Case #1506**



San Joaquin County Public Defender Fees

Preface

his report contains The San Joaquin County Board of Supervisors (BOS) follow-up response to the 2016-2017 San Joaquin County Civil Grand Jury report regarding Public Defender Fees.

Each Grand Jury recommendation and BOS response is included verbatim. At the end of each recommendation, the Grand Jury's determination is also presented.

A complete copy of the original report and the district's response may be found on the San Joaquin County Civil Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-up Investigation

The current Grand Jury reviewed the follow-up 2015-2016 report #1506 "San Joaquin County Public Defenders Fees." The Grand Jury reviewed the BOS mandatory responses to the original findings and recommendations. The agency provided a response that was complete and comprehensible.

Recommendations were reviewed to determine:

- If the BOS agreed with the recommendations
- If the BOS would implement the recommendations within the deadlines
- If confirmation was necessary: confirmation could include written documentation, interviews or site inspections.

Discussions and Recommendations

Recommendation

R1. By December 31, 2017, the Board of Supervisors implement a policy to track and collect all assessed fees for the services of the Public Defender and forward total assessed fees and total collected fees to the County Administrator.

Agency Response:

“Response to R1:

The recommendation has not yet been implemented, but requires further analysis.

The recommendation requires further analysis and discussions to determine the probability of implementation. The Department will develop a simple tracking system to monitor whether every defendant has paid the Public Defender fees within the next 120 days. The Department will meet with the Revenue and Recovery Division of the Office of the Treasurer-Tax Collector to determine the feasibility of and to potentially create a system to forward any Defendant’s delinquent accounts to Revenue and Recovery for collection. This would provide an incentive to pay and consequences for non-payment. The Department will complete the feasibility determination within 120 days. The amount collected for the 2016-2017 fiscal year totaled \$425.”

The Department met several times with the Revenue and Recovery Division of the Office of the Treasurer-Tax Collector to devise a fiscally efficient system to forward delinquent accounts to Revenue and Recovery.

The 2017-2018 Grand Jury determined no further action is required.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Follow-Up Report to the 2015-2016 and 2016-2017 San Joaquin County Grand Jury



San Joaquin County Juvenile Justice Facilities

Preface

This report contains the methods that the 2017-2018 Grand Jury used to determine if the San Joaquin County Board of Supervisors provided a statutorily compliant response to the 2016-2017 Grand Jury Follow-up Report about the San Joaquin County Juvenile Justice Facilities. This follow-up report only focuses on the 2016-2017 Grand Jury recommendations and the agency's response to those recommendations. Grand Jury Recommendations as well as the agency's responses are presented verbatim in this report. The current Grand Jury follow-up determinations are presented after the agency's response to each recommendation.

A complete copy of the original report and the district's response may be found on the San Joaquin County Civil Grand Jury website at: <https://www.sjcourts.org>.

Method of Follow-up Investigation

The current Grand Jury reviewed the original 2016-2017 report "San Joaquin County Juvenile Justice Facilities." The Grand Jury reviewed the agencies' mandatory responses to the original findings and recommendations. Each agency provided a response that was complete and comprehensible.

Recommendations were reviewed to determine:

- If the agency agreed with the recommendations
- If the agency would implement the recommendations within the deadlines
- If confirmation was necessary: confirmation could include written documentation, interviews or site inspections.

Discussions and Recommendations

Recommendation

R1.1 By Sept. 1, 2017, The Board of Supervisors approve the funding to upgrade the audio, intercom, and video cameras throughout the Juvenile Detention Facility.

Agency Response:

“Response to R1.1

“The recommendation has been implemented.

“On May 23, 2017, the Board of Supervisors approved \$500,000 in savings in salaries and benefits and services and supplies from the Probation Department’s 2016-2017 Fiscal Year Budget to replace the audio, intercom and video cameras throughout the Juvenile Detention Facility. These funds were encumbered into the 2017-2018 Fiscal Year. The table below reflects the anticipated costs to replace the audio, intercom and video cameras throughout the Juvenile Detention Facility. The Board was also advised at that time that due to the timing with the end of the fiscal year, it was unknown if the below stated measures would completely rectify the problems; therefore, the Department may need to return to the Board in Fiscal Year 2017-2018 for an additional appropriations adjustment request.”

Amount	Item Description
\$130,000	Replacement of the intercom systems in the housing units (Not including Housing Unit 5)
\$100,000	Replacement of the core technology for the video surveillance system
\$20,000	Control System technology improvements
\$200,000	Procurement and installation of fiber, copper cable, replacement cameras and other infrastructure to support the overall system replacement
\$50,000	Contingency
\$500,000	TOTAL

The 2017-2018 Grand Jury determined no further action is required.

Recommendation

R1.2 By June 30, 2018, the Probation Department complete all upgrades to the intercom, central control, and video surveillance camera systems as funding allows.

Agency Response:

“Response to R1.2

“The recommendation is in the progress and will be completed by June 30, 2018

“Quotes have been received for the projects and have been processed through the County’s Purchasing and Support Services Department. Equipment has been ordered and as soon as it arrives, work will commence. The replacement of the intercom system is expected to be complete by September 2017.”

The 2017-2018 Grand Jury determined further action is required.

Discussion

The 2016-2017 Grand Jury’s Recommendation R1.2 has not been completed. During the implementation of the new system, it was determined that there were two existing systems in current use. The new system was compatible with one of the wiring plans that was being used in Sections 4, 5, and 6 that are housing juvenile detainees. The new system was not compatible with the wiring plans that were being used in Sections 1, 2 and 3 that currently do not house detainees.

On May 2, 2018, the Grand Jury received a further update. Due to the wiring plan and system incompatibility issues, the project is expected to cost \$50,000 more than was budgeted. The Probation Department stated it has enough funds in its budget to complete the project.

A new proposal and anticipated timeline for installation of the new system to be used in Sections 1, 2, and 3 is expected in June 2018, with expected completion before the end of 2018.

Findings

F1.0 The anticipated work covered by this project has not been completed, which has a negative impact on the safety and security of staff and wards.

Recommendations

R1.0 By December 31, 2018 the Probation Department complete the installation of the intercom, audio, and visual system.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The San Joaquin County Board of Supervisors shall respond to each Finding and Recommendation in this report.

Mail a hard copy of the response to:

Honorable Linda L. Lofthus
Presiding Judge
Superior Court of California, County of San Joaquin
180 E. Weber Avenue, Suite 1306J
Stockton, California 95202

Please email the response to
Ms. Trisa Martinez
Staff Secretary to the Grand Jury at grandjury@sjcourts.org

Section V

*Tours and
Presentations*

Tours

10/12/17 San Joaquin County Jail and Honor Farm
11/29/17 Deuel Vocational Institution
1/25/18 San Joaquin County Juvenile Probation Detention Facility
12/14/17 California Healthcare Facility
1/11/18 Northern California Youth Correctional Facility - N. A. Chaderjian & O.H. Close
6/6/18 Port of Stockton

Presentations

8/31/17 City of Stockton Neighborhood Services
9/7/17 San Joaquin County Office of Emergency Services
10/7/17 San Joaquin County District Attorney
10/19/17 LAFCo
11/02/17 Stockton Police Department
11/9/17 San Joaquin County Substance Abuse Services
11/16/17 City of Stockton - Office of Violence Prevention
2/15/18 San Joaquin County Public Guardian Conservator

Section VI

*Grand Jury Process
and Organization*

About the Grand Jury

The San Joaquin County Civil Grand Jury's duty is to address citizens' concerns regarding the operation of local government entities.

The Civil Grand Jury is comprised of 19 citizens who are impaneled annually for a one-year term. The Grand Jury has a separate and different function than that of a trial jury and does not hear cases in a courtroom. Instead, grand jurors examine and investigate local governmental activities within San Joaquin County.

The responsibilities of the civil Grand Jury encompass the examination of all aspects of county government, including school and special assessment districts, to ensure that the county is being governed lawfully, efficiently and that public monies are being handled appropriately. The Grand Jury may conduct investigations of public agencies and the administration and affairs of any city within the county.

The Grand Jury is authorized by law to:

- Inquire into the condition and management of public prisons within the county;
- Investigate and report on the operations, accounts and records of city and county offices, departments and their functions;
- Inquire into the allegations of willful or corrupt misconduct of public officials;
- Investigate into the activities of all school and special assessment districts within the county;
- Submit a final report of its findings and recommendations to the Presiding Judge of the Superior Court.

How the Grand Jury is Organized

The Presiding Judge of the Superior Court empanels 19 Grand Jurors to serve for one year, fulfilling the duties as outlined under state law. The judge appoints a foreperson who presides over the grand jury. The grand jury elects other officers and organizes itself. The jurors meet in a weekly general session. Smaller investigative committees meet throughout the week.

In addition, jurors meet with county and city officials, visit county detention facilities, and conduct independent reviews on matters of interest or concern. Each of the working committees report to the full Grand Jury. Conclusions are reached after study and thorough discussion of the issues and they may appear as part of the grand jury's final report.

Desirable Attributes of a Grand Juror

Grand Jury service is a volunteer position with modest monthly compensation for meetings and mileage. Members receive a wealth of experience and provide a vital service to their community.

- Good health
- Open-mindedness
- Knowledge of and interest in local government and community affairs
- Skill in working productively with others in a group setting where respect and patience are essential
- Skill and experience in fact-finding, investigative techniques and report writing

Benefits of Being a Grand Juror

The benefits of being a grand juror are many:

- You will enjoy the satisfaction and pride of doing an important job.
- There is the experience of being a member of a respected panel.
- You will become part of a body of people with the unique authority to see local government workings not available to most county citizens.
- As a grand juror, you have an opportunity to make a difference for your community.

Qualifications

To be considered for nomination, you must meet the following legal requirements:

- Be a U.S. citizen;
- Be at least 18 years old;
- Be a resident of San Joaquin County for at least one year immediately prior to the beginning of your service;
- Possess intelligence, sound judgment and good character;
- Have sufficient knowledge of English language to communicate orally and in writing;

You cannot be considered:

- If you are serving as a trial juror in any court in California;
- If you have served as a Grand Juror in any California county within the previous year;
- If you have been convicted of malfeasance in office or any other high crime;
- If you are serving as an elected public officer.

Citizen Complaints

The Grand Jury receives complaints regarding all levels of local government. They may include, but are not limited to, allegations of misconduct by public officials or employees and inefficiencies in local government. Any citizen may submit a complaint by completing a Complaint Form.

Complaints are treated as confidential. This allows a complainant to come forward without intimidation. Generally, the Grand Jury provides to the complainant written acknowledgement of receipt of a complaint. However, with so many possible investigations, it is necessary for the Grand Jury to make hard decisions about what investigations to undertake during their term.

The complaint form should be submitted only after all attempts to correct an issue have been explored.

The Civil Grand Jury complaint form can be found on the next page and at:
<http://www.sjcourts.org/sites/default/files/pdfs/grandjury/CompForm.pdf>

Send your completed form to:

San Joaquin County Superior Court
Attn: Trisa Martinez, Judicial Secretary
180 E. Weber Avenue, Suite 1114
Stockton, CA 95202

Forms also can be obtained by visiting or writing to the address above. The Grand Jury does not accept complaints via e-mail.

To Learn More

For more information about the San Joaquin County Civil Grand Jury visit:
<http://sjcourts.org/general-info/civil-grand-jury>

SAN JOAQUIN COUNTY CIVIL GRAND JURY
180 E. Weber Ave., Suite 1114 Stockton, CA 95202
Phone: (209) 468-3855

RESOLUTION NO. 2004-115

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI CODE OF ETHICS AND VALUES

BE IT RESOLVED that the City of Lodi Code of Ethics and Values, as shown on Exhibit A attached hereto, is hereby adopted by the City Council of the City of Lodi to be effective immediately; and

FURTHER RESOLVED that this resolution shall apply to Lodi City Council Members and City Council Appointees (i.e. City Manager, City Attorney, and City Clerk).

Dated: June 2, 2004

I hereby certify that Resolution No. 2004-115 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 2, 2004, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Howard, Land, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk



**CITY OF LODI
Code of Ethics and Values**

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Lodi has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal professional conduct in the City's government. All elected and appointed officials are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

- 1. As a representative of the City of Lodi, I will be ethical.
In practice, this value looks like:**
 - a) I am trustworthy, acting with the utmost integrity and moral courage.
 - b) I am truthful, do what I say I will do, and am dependable.
 - c) I make impartial decisions, free of bribes, *unlawful gifts, narrow political interests,* and financial and other personal interest that impair my independence of judgment or action.
 - d) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
 - e) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
 - f) I show respect for persons, confidences, and information designated as "confidential" to the extent permitted by California law.
 - g) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, *carefully considering* whether I am exceeding or appearing to exceed my authority.

- 2. As a representative of the City of Lodi, I will be professional.
In practice, this value looks like:**
 - a) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
 - b) I approach my job and work-related relationships with a positive attitude.
 - c) I keep my professional knowledge and skills current and growing.

- 3. As a representative of the City of Lodi, I will be service-oriented.
In practice, this value looks like:**
 - a) I provide friendly, receptive, courteous service to everyone.
 - b) I am attuned to, and care about, the needs and issues of citizens, public officials, and City workers.
 - c) In my interactions with constituents, I am interested, engaged, and responsive.

4. **As a representative of the City of Lodi, I will be fiscally responsible.**
In practice, this value looks like:
- a) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
 - b) I demonstrate concern for the proper use of City assets (e.g. personnel, time, property, equipment, and funds) and follow established procedures.
 - c) I make good financial decisions that seek to preserve programs and services for City residents.
5. **As a representative of the City of Lodi, I will be organized.**
In practice, this value looks like:
- a) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short- and long-term goals.
 - b) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
 - c) I am respectful of established City processes and guidelines.
6. **As a representative of the City of Lodi, I will be communicative.**
In practice, this value looks like:
- a) I convey the City's care for and commitment to its citizens.
 - b) I communicate in various ways that I am approachable, open-minded, and willing to participate in dialog.
 - c) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response, which adds value to conversations.
7. **As a representative of the City of Lodi, I will be collaborative.**
In practice, this value looks like:
- a) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
 - b) I work toward consensus-building and gain value from diverse opinions.
 - c) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
 - d) I consider the broader regional and state-wide implications of the City's decisions and issues.
8. **As a representative of the City of Lodi, I will be progressive.**
In practice, this value looks like:
- a) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
 - b) I display a style that maintains consistent standards, but is also sensitive to the need to compromise, "thinking outside the box," and improving existing paradigms when necessary.
 - c) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.



Office of the City Attorney

390 Towne Centre Drive-Lathrop, CA 95330
 Phone 209-941-7235 Fax 209-941-7233
 www.ci.lathrop.ca.us

DRAFT

September 11, 2018

Honorable Linda L. Lofthus, Presiding Judge
 San Joaquin County Superior Court
 180 East Weber Avenue, Suite 1306J
 Stockton, CA 95202

Re: Response to Grand Jury Final Report, Case No. 0917. (2017/2018)

Honorable Linda L. Lofthus:

Pursuant to Penal Code Section 933.05, this letter is to inform you that on September 10, 2018 at a regularly scheduled City Council Meeting, the City Council of the City of Lathrop reviewed and approved the above referenced Grand Jury Final Report and directed me to write this letter of response on their behalf.

The Grand Jury Final Report dated June 18, 2018 found that:

- **Finding F4.1:** "The City of Lathrop does not have an ethics policy for its elected and appointed officials and senior staff such as the city manager, city attorney, city clerk and their subordinate employees not represented by a bargaining unit. Failure to have an ethics policy could lead to poor judgement, public misconception and lack of trust."

Grand Jury Recommendation R4.1: "By October 31, 2018, the Lathrop City Council develop and adopt an ethics policy that governs the behavior of its elected and appointed officials and senior staff."

Council Response: Council agrees that the City has not adopted an ethics policy specifically focused on elected, appointed officials, or unrepresented senior employees but the City has adopted a City Council Handbook and the City complies with all State and Federal ethics regulations, including Government Code Section §53235 et. seq., also known as Assembly Bill (AB) 1234, which requires all members of the City Council and commission appointees that receive compensation for their service or reimbursement for expenses related to their official position to attend ethics training. AB 1234 Ethics Training is documented and all records of compliance with AB 1234 Ethics are produced at request. Also, the City of Lathrop Conflict of Interest Code, as mandated

by California Government Code (Govt Code) section §81000 et. seq. also known as the Political Reform Act, is required to be reviewed biennially, and is scheduled for Council review and update at today's (September 10, 2018) City Council Meeting. The City's elected and appointed officials as well as the city manager, city attorney, city clerk and unrepresented senior employees are also obligated to comply with State and Federal laws including but not limited to Govt Code Section §53232 Compensation, Govt Code Section §53234 Ethics Training, Govt Code Section §53237 Sexual Harassment Prevention Training and Education, Govt Code Section §53243-53244 Abuse of Office, Govt Code Section §53296-53299 Disclosure of Information: Local Government, Govt Code Section 81000 et. seq. Political Reform, and Labor Code Section §1102.5-1105. Council does not consider it necessary to adopt a redundant policy to repeat the rules and regulations adopted on a State and Federal level.

Respectfully submitted,

Salvador V. Navarrete
City Attorney

SVN/trb

Cc: Trisa Martinez at grandjury@sjcourts.org



Office of the City Attorney

390 Towne Centre Drive-Lathrop, CA 95330
 Phone 209-941-7235 Fax 209-941-7233
 www.ci.lathrop.ca.us

DRAFT

September 11, 2018

Honorable Linda L. Lofthus, Presiding Judge
 San Joaquin County Superior Court
 180 East Weber Avenue, Suite 1306J
 Stockton, CA 95202

Re: Response to Grand Jury Final Report, Case No. 0117. (2017/2018)

Honorable Linda L. Lofthus:

Pursuant to Penal Code Section 933.05, this letter is to inform you that on September 10, 2018 at a regularly scheduled City Council Meeting, the City Council of the City of Lathrop reviewed and approved the above referenced Grand Jury Final Report and directed me to write this letter of response on their behalf.

The Grand Jury Final Report dated June 18, 2018 found that:

- Finding F7.1: “Lathrop has taken limited code enforcement action toward the illegal parking of commercial trucks and failed to resolve the problem for approximately six years, allowing blight and public safety issues to remain.”

Grand Jury Recommendation R7.1: “Lathrop take consistent code enforcement action on the illegal parking of commercial trucks.”

Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. The City of Lathrop Code Compliance Division exercises all powers vested by the City in response to blight and public safety issues, including illegal parking of commercial vehicles. For the past 6 years, Lathrop has initiated a total of 3,830 new cases, of which 103 were for illegal parking of commercial trucks. The City of Lathrop hired a Code Enforcement Supervisor on 03/12/2018. Since October of 2016, Code Enforcement has initiated 1,149 new cases, 20 of which for illegal parking of commercial trucks. Of those 20 cases, 18 have been closed for corrected violations, 2 are currently open and under re-inspections.

- Finding F7.2.1: “Lathrop has a vacant budgeted position for code enforcement officer that city officials will not fill at this time. This has exacerbated the illegal truck parking issue.”

- Finding 7.2.2: The City has not consistently hired qualified code enforcement officers. This contributes to the lack of reliable code enforcement.”

Grand Jury Recommendation R7.2: “Lathrop advertise and fill the vacant position of code enforcement officer, adhering strictly to the job description guidelines.”

Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. The City does not have a vacant, budgeted position for Code Enforcement. The City hired a Code Enforcement Supervisor on 03/12/2018.

- Finding F7.3: “Lathrop has no consistent appeals process that could be used to resolve the truck parking issue, causing the issue to persist.”

Grand Jury Recommendation R7.3: “Lathrop develop and implement a consistent appeals process that can be used to resolve enforcement disputes.”

Council Response: The City of Lathrop respectfully disagrees with the Grand Jury finding. On April 5, 2018 the City of Lathrop provided Grand Jury Staff a copy of the City’s appeals process. Attached, please find the following excerpts regarding the administrative hearing process as outlined in the Lathrop Municipal Code;

TITLE 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.340 ADMINISTRATIVE HEARING PROCEDURES

1.12.350 PROCEDURES FOR REQUESTING AN APPEALS HEARING

1.12.360 PROCEDURES FOR NOTIFICATION OF
ADMINISTRATIVE HEARING

1.12.370 PROCEDURES AT ADMINISTRATIVE HEARING

1.12.380 FAILURE TO ATTEND AN ADMINISTRATIVE HEARING

1.12.390 ADMINISTRATIVE ORDER

(Please see attached documentation).

Respectfully submitted,

Salvador V. Navarrete
City Attorney

SVN/trb

Enclosures

Cc: Trisa Martinez at grandjury@sjcourts.org

Page | 2

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
<u>Title 1 GENERAL PROVISIONS</u>							
<u>Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES</u>							

1.12.340 Administrative hearing procedures.

This section establishes the procedures for the use of administrative hearing officers and the procedures for governing administrative hearings.

A. **Qualifications of Administrative Hearing Officer.** The city attorney shall develop and the city council shall ratify, rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the city as administrative hearing officers.

1. Candidates for the position of administrative hearing officer shall meet one of the following minimum qualifications:

a. Employed by a municipality other than the city of Lathrop as a city attorney, assistant city attorney or deputy city attorney.

b. Employed by a municipality other than the city of Lathrop as a code enforcement manager or code enforcement supervisor.

B. **Appointment of Administrative Hearing Officer.** The city attorney shall develop and the city council shall ratify policies and procedures relating to the appointment and compensation of hearing officers. Hearing officers presiding at administrative hearings shall be appointed and compensated by the city manager or city manager's designee. The employment, performance evaluation, compensation and benefits of the administrative hearing officer shall not be directly or indirectly conditioned upon the amount of administrative citation fines or other compensation upheld by the administrative hearing officer.

1. Hearing officers shall be compensated by a reciprocal services agreement whereas the city of Lathrop will provide like services to the agency of the individual acting as administrative hearing officer on behalf of the city of Lathrop.

2. Terms of any reciprocal services agreement for hearing officer services shall be approved by the city manager or city attorney.

C. **Disqualification of Hearing Officer.** Any person designated to serve as an administrative hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. Rules and procedures for the disqualification of a hearing officer shall be promulgated by the city attorney and ratified by the city council.

Any party may petition the city manager to disqualify a designated hearing officer after receipt of a notice indicating the identity of the hearing officer or discovering facts which establish grounds for disqualification. The petition must be filed immediately with the city manager upon discovery of such facts.

The city manager shall determine whether to grant the petition for disqualification. A written statement of the facts and reasons for the determination shall be incorporated into the administrative record for the hearing. The decision of the city manager may be appealed to the city council within ten (10) days' notice of the decision.

If a substitute is required for a hearing officer due to disqualification or unavailability, a substitute shall be appointed by the city manager in accordance with these rules and regulations.

D. **Powers of Hearing Officer.** The hearing officer has the authority to do the following:

1. Administer oaths;

2. Conduct a pre-hearing conference to deal with such matters as exploration of a settlement, preparation of stipulations, clarification of issues, and other matters;
3. Continue a hearing based on good cause shown by one of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded;
4. Issue subpoenas in accordance with this section. Upon receipt of a written request which is submitted no later than five days before the hearing, the hearing officer shall subpoena witnesses, documents, and other evidence where the attendance of the witness or the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees shall be borne by the party requesting the subpoena. The city attorney shall develop policies and procedures relating to the issuance of subpoenas in administrative hearings, including the form of the subpoena and related costs;
5. Maintain continuing jurisdiction over the subject matter of an administrative hearing for the purpose of granting a continuance, ensuring compliance with an administrative order, modifying an administrative order, or where extraordinary circumstances exist, granting a new hearing;
6. Require the posting of a performance bond or some other equivalent means of guaranteeing that compliance will occur, if necessary;
7. Approve any settlement voluntarily entered into by the parties. (Ord. 16-364 § 1; Ord. 07-267 § 1; Ord. 98-156)

View the [mobile version](#).

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.350 Procedures for requesting an appeals hearing.

A. A person served with one of the following documents, order or notices may file an appeal within ten (10) calendar days from the service of the notice:

1. Any civil penalty notice and order issued;
2. An administrative citation issued pursuant to Sections 1.12.130 and 1.12.140;
3. An application for a waiver of fees.

B. The appeal shall be made in writing stating the grounds for the appeal and filed with the director on or before the tenth day after service. (Ord. 98-156)

View the [mobile version](#).

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.360 Procedures for notification of administrative hearing.

A. Where an administrative remedy or proceeding provides for an appeal procedure, the director shall request the city attorney to appoint a hearing officer and to schedule a day, time and a place for the hearing.

B. Written notice of the time and place of the hearing shall be served at least ten (10) calendar days prior to the date of the hearing to the responsible person.

C. The format and contents of the hearing notice shall be in accordance with rules and policies promulgated by the city attorney.

D. The notice of hearing shall be served by any of the methods of service listed in Section 15.36.050. (Ord. 98-156)

View the [mobile version](#).

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
<u>Title 1 GENERAL PROVISIONS</u>							
<u>Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES</u>							

1.12.370 Procedures at administrative hearing.

A. Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply. The procedure and format of the administrative hearing shall follow the procedures promulgated by the city attorney.

B. The city bears the burden of proof at an administrative hearing to establish the existence of a violation of this code or applicable state codes.

C. The standard of proof to be used by the hearing officer in deciding the issues at an administrative hearing is by a preponderance of the evidence.

D. Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his or her case.

E. Both the city and the party whose property and/or actions are the subject of an administrative hearing are entitled to representation by legal counsel. If the party whose property and/or actions are subject to the hearing is to be represented by an attorney, written notification of the attorney's name, address, and phone number must be supplied immediately to the city department which is holding the hearing. Upon notification by the other party of legal representation, the city department may contact the city attorney's officer to request representation at the hearing. Thereafter, all contact or communication should be made by the parties' attorneys. (Ord. 07-267 § 1; Ord. 98-156)

View the [mobile version](#).

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 1 GENERAL PROVISIONS
Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.380 Failure to attend administrative hearing.

Any responsible person who requests a hearing or whose actions are the subject of an administrative hearing and who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that the hearing was properly noticed. (Ord. 98-156)

View the [mobile version](#).

Lathrop Municipal Code						
Up	Previous	Next	Main	Search	Print	No Frames
<u>Title 1 GENERAL PROVISIONS</u>						
<u>Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES</u>						

1.12.390 Administrative order.

A. The decision of the hearing officer shall be entitled "administrative order" and shall be issued in accordance with the rules and procedures promulgated by the city attorney.

B. Once all evidence and testimony are completed, the hearing officer shall issue an administrative order which affirms, modifies or rejects the director's action. In the case of a notice and order of civil penalty, the administrative order may affirm, modify or reject the daily rate or duration of the civil penalties depending upon the review of the evidence and may increase or decrease the total amount of civil penalties and costs assessed.

C. The hearing officer may issue an administrative order that requires the responsible person to cease from violating this code or applicable state codes and to make necessary corrections within a specific time frame.

D. As part of the administrative order, the hearing officer may establish specific deadlines for the payment of penalties and costs and condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.

E. The hearing officer may issue an administrative order which imposes additional civil penalties that will continue to be assessed until the responsible person complies with the hearing officer's decision and corrects the violation.

F. The hearing officer may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative order.

G. The administrative order shall become final on the date of service of the order.

H. The administrative order shall be served on all parties by any one of the methods listed in this chapter. (Ord. 98-156)

[View the mobile version.](#)

HANDBOOK OF RULES AND PROCEDURES

LATHROP CITY COUNCIL

PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Lathrop establishes the Handbook of Rules and Procedures contained therein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Lathrop."

Adopted October 2005
Resolution No. 05-1986, dated October 25, 2005

Amended January 2007
Resolution No. 07-2341, dated January 9, 2007

Amended March 2009
Resolution No. 09-2757, dated March 3, 2009

Amended December 2009
Resolution No. 09-2937, dated December 15, 2009

Amended June 2010
Resolution No. 10-3049, dated June 21, 2010

Amended July 2011
Resolution No. 11-3238, dated July 11, 2011

Amended January 2016
Resolution No. 16-4018, dated, dated January 11, 2016

Amended October 2017
Resolution No. 17-4307, dated October 16, 2017

**CITY OF LATHROP
CITY COUNCIL
RULES AND PROCEDURES**

TABLE OF CONTENTS

Chapter I – General Powers and Duties

A.	Legislative Body	1
B.	City Council Basic Power	1
C.	City Council	1
	1. Mayor	1
	2. Councilmembers	1
D.	Mayor as Presiding Officer	1
E.	Vice Mayor	2
F.	Vice Mayor Selection	2
G.	Rules of Procedures	2
H.	Interference in Staff Functions	2
I.	Council Position on Ballot Measure(s)	2
J.	Protests	2

Chapter II – City Council Meetings

A.	Regular Meetings	3
B.	Special Meetings	3
C.	Study Sessions	3
D.	Agenda	3
E.	Duties of Presiding Officer	3
F.	Call to Order	4
G.	Roll Call	4
H.	Quorum	4
I.	Lack of Quorum	4
J.	Recognition to Speak, Councilmember	4
	1. Interruptions	4
	2. Challenged While Speaking	4
	3. Public Hearings	5
K.	Councilmembers' Obligation after Absence	5
L.	Deadline for New Business	5
M.	Business Items Out of Order	5
N.	Meeting Recordings	5
O.	Agenda Format for Regular Meetings	5
	1. Preliminary	5
	2. Ceremonial Items	6
	3. Public Communications	6
	4. Consent Calendar	6
	5. Scheduled Items	6
	6. Council Communications	6
	7. Adjournment	6
P.	Components of a Regular Meeting	6
	1. Consent Calendar	6

2.	Public Communications	7
3.	Minutes	7
4.	Legislative Matters.....	8
5.	City Council Referrals	8
6.	Appointments.....	9
Q.	Addressing the City Council.....	9
1.	Speaker Form and Speaker Time.....	9
2.	One Speaker at a Time.....	9
3.	Questions and Comments from the Public.....	9
4.	Addressing the City Council after a Motion is Made	10
R.	Continued Agenda Items.....	10
S.	Public Hearing Closed	10
T.	Cancellation of Meeting.....	10

Chapter III – Decorum

A.	Enforcement of Decorum.....	11
B.	Courtesy	11
1.	City Council	11
2.	City Employees.....	11
3.	Public Speakers.....	11
4.	Appointed Members of Boards, Commissions & Committees.....	12
C.	Noise in the Lobby.....	12
D.	Crowd Control in Council Chambers	12
E.	Smoking	12
F.	Distribution of Literature and Other Materials in City Council Chambers	12

Chapter IV – Procedural Rules

A.	Rules of Order.....	13
B.	Rules of Discussion.....	13
1.	Division of Question.....	13
2.	Withdrawal of Motion.....	13
3.	Voting	13
4.	Failure to Vote	13
5.	Abstaining from Vote	13
6.	Abstention/Recuse: Conflict of Interest.....	14
7.	Tie Votes.....	14
8.	Appeal from the Mayor’s Discussion	14

Chapter V – Boards, Commissions, and Committees: City Representatives and Standing Committees

A.	Boards, Commissions and Committees (City Representatives & Standing Committees).15	
1.	Definitions.....	15
2.	Application and Appointment Process.....	15
B.	Appointment to Outside Agencies	16
1.	Citizen Appointments	16
2.	Councilmember Appointments	16
C.	Interference in Board, Commission and Committee Functions.....	17
D.	Removal of Member of Board or Commission or Committee or City Representative	17

E.	Waiver of Requirements	17
----	------------------------------	----

Appendix A – Procedural Rules

A.	Rules of Order	18
B.	Processing of Motions.....	18
C.	Precedence of Motions.....	18
D.	Purpose of Motions When Used	19
1.	Motion to Fix Time to Adjourn To	19
2.	Motion to Adjourn	19
3.	Motion to Take a Recess.....	19
4.	Motion to Raise a Question of Personal Privilege.....	19
5.	Motion to Raise a Point of Order (Call for Agenda Adherence).....	19
6.	Motion to Table.....	20
7.	Motion to Close Discussion or Debate	20
8.	Motion to Limit or Extend Discussion or Debate.....	20
9.	Motion to Postpone to Time Certain or Continue to a Certain Time.....	20
10.	Motion to Refer to Staff, Advisory Body or Officer	21
11.	Motion to Substitute Motion.....	21
12.	Motion to Amend Motion	21
13.	Motion to Postpone Indefinitely	21
14.	Motion to Reconsider.....	21
15.	Motion to Reschedule	22

CHAPTER I – GENERAL POWERS and DUTIES

A. **Legislative Body:**

The governing legislative body of the City of Lathrop is a City Council consisting of a Mayor and four Councilmembers, all elected by the qualified voters of the City at large. When reference to all the members of the City Council, inclusive of the Mayor and Councilmembers, is intended, use of the term “City Council” is an appropriate substitute for the term “Mayor and Councilmembers.”

B. **City Council Basic Power:**

All powers of the City are and shall be vested in the City Council, subject to the provisions of the Lathrop Municipal Code and to the Constitution and statutes of the State of California.

C. **City Council:**

1. **Mayor:** The Mayor shall hold office for a term of two years. The Mayor shall be sworn into office following certification of the general municipal election and continue in office until a successor qualifies.
2. **Councilmembers:** Councilmembers shall hold office for a term of four years. Two Councilmember offices shall be elected at each general municipal election. Each Councilmember elected shall be sworn into office following certification of the general municipal election and continue in office until a successor qualifies.

D. **Mayor as Presiding Officer:**

The Mayor shall be recognized as the official head of the City of Lathrop for all ceremonial purposes and by the Governor for military purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall be the Presiding Officer of the City Council and shall preside at the meetings of the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Councilmembers by these rules and shall not be deprived of any of the rights and privileges of a Councilmember as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor may announce special rules for the consideration of a particular item on the agenda, such as, but not limited to: The length of time persons may speak, require that, if desirable, a spokesperson address the Council on behalf of a group of persons and, in the event of a hearing, provide time for arguments and rebuttals from proponents and opponents. The Mayor shall state every question coming before the Council, call for the vote, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the City Council, in which event a majority vote of the City Council shall govern and conclusively determine such question of order. The Mayor is eligible to vote on all motions, and shall direct the order of participation of

Councilmembers. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence.

E. Vice Mayor:

In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his or her presence.

F. Vice Mayor Selection:

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 or Council takes place, and the first meeting in December occurs prior to the certification of the election results, then action under this section shall be delayed to the next meeting of the City Council, either regular or special.

G. Rules of Procedures:

1. The City Council shall determine its own rules of procedures and amend them from time to time, or adopt new rules as it deems necessary. Amendment to or adoption of new City Council Rules shall be accomplished by majority vote.
2. Any Councilmember may move the Mayor to enforce the rules and a majority vote of the City Council shall require the Mayor to so act.

H. Interference in Staff Functions:

The City Council shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager.

The City Council shall deal with the Office of the City Attorney only through the City Attorney, except for purpose of inquiry, and neither the City Council nor any member thereof, should give order to subordinates of the City Attorney.

I. Council Position on Ballot Measure(s):

A 4/5 vote will be required for support or opposition on a ballot measure.

J. Protests

The Mayor and any Councilmember shall have the right to have the reasons for his or her dissent from or protest against, any action of the City Council entered into the minutes.

CHAPTER II – CITY COUNCIL MEETINGS

A. **Regular Meetings:**

Regular meetings of the City Council shall be open to the public and held on the second Monday of every month at the hour of 7:00 p.m. In the event that a closed session item or items, as that term is defined in the California Government Code section 54954.5, as amended from time to time, is required, it shall be agendized to commence at a time prior to 7:00 p.m. depending on the amount of time required for the matter and shall be adjourned and/or continued at 7:00 p.m.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting shall be held at the same hour on the next succeeding Monday not a holiday.

B. **Special Meetings:**

A special meeting may be ordered at any time by the Mayor whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided pursuant to State law.

C. **Study Sessions:**

The City Council may meet in a “study session” called as a Special Meeting for the purpose of acquiring information on a particular subject(s). Study sessions shall be open to the public. Study sessions are not public hearings, however public input will be received. The City Council may not vote or otherwise express consensus or intent, and will not take any final action at a study session. The public shall be entitled to be heard at a subsequent meeting of the City Council prior to final action being taken.

D. **Agenda:**

In order to facilitate the orderly conduct of the business of the citizens of Lathrop, the City Clerk shall arrange an agenda of such matters as may have been timely provided for inclusion in the agenda. Each member of the Council shall be provided with a copy of the City Council agenda on the Wednesday prior to the City Council meeting. In order for this to occur the City Clerk shall provide deadlines for the submittal of staff reports for inclusion in agendas.

E. **Duties of Presiding Officer:**

In addition to the duties described in Chapter I, Item D, referenced above, the Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor or Presiding Officer shall state each question coming before the City Council, and shall restate each question immediately prior to calling for the vote. Following the vote, the Mayor or Presiding Officer shall announce the results of the vote. The Mayor or Presiding Officer is eligible to vote on all questions, and shall direct the order of participation of Councilmembers. The Mayor or Presiding Officer shall, in all instances, have the last chance to speak.

F. Call to Order:

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Vice Mayor. In the absence of the Mayor and the Vice Mayor, the meeting shall be called to order by the most senior Councilmember present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Vice Mayor, or until adjournment of the meeting.

G. Roll Call:

Before proceeding with the business of the City Council, the City Clerk shall call the roll of the City Council and the names of those present and those absent shall be entered into the minutes of the meeting. The Presiding Officer shall announce that a late Councilmember has arrived for the benefit of the television audience.

H. Quorum:

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances, all resolutions, and all orders for the payment of money, require at least 3 affirmative votes.

I. Lack of Quorum:

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned to a stated time and place and shall cause to be prepared a written notice of the adjournment and conspicuously post it at the entrance to the Council Chambers within 24 hours of adjournment. If all members of the City Council are absent from a regular or adjourned regular meeting, the City Clerk may adjourn the meeting to a stated time and place, and cause a notice to be posted in the same manner as above.

J. Recognition to Speak, Councilmember:

Every Councilmember desiring to speak shall address the Mayor or Presiding Officer and, upon recognition by the Mayor or Presiding Officer, shall confine his or her remarks to the question under debate. The Presiding Officer shall recognize all requests to speak by Councilmembers.

1. ***Interruptions:***

A Councilmember, once recognized, shall not be interrupted while speaking unless called to order; unless a motion to raise a point of order is raised by another Councilmember, or unless the Councilmember speaking chooses to yield to questions from another Councilmember.

2. ***Challenged While Speaking:***

A Councilmember, challenged while speaking, shall cease speaking until the point of order is determined. The Councilmember shall be permitted to proceed if ruled to be in order. Conversely, the Councilmember shall remain silent or alter any remarks to comply with rules of the City Council if found not to be in order.

3. **Public Hearings:**

Councilmembers should not speak to the merits of an issue, other than to ask questions, until the public hearing has been closed. If the agenda item is an appeal of other than a legislative matter, Councilmembers should acknowledge and state the substance of any prior non-privileged discussion of the item with any person (other than personal consultants not having an interest in the matter) at the beginning of the hearing.

K. Councilmembers' Obligation after Absence:

When a Councilmember is absent from an earlier meeting at which a matter was discussed, it shall be the duty of that Councilmember to become acquainted with the issues discussed by reading the documents presented and when possible, meeting with staff and listening to or viewing the taped recording of the meeting missed.

L. Deadline for New Business:

No new item of business shall be discussed or considered after 10:30 p.m. unless a majority of the City Council votes to continue the meeting.

M. Business Items Out of Order:

The Mayor or Presiding Officer may, with the consent of the City Council, modify the order of the agenda.

N. Meeting Recordings:

All regular meetings (except closed sessions) of the City Council shall be audio and video recorded. Special meetings held in the City Council Chambers, excluding Study Sessions, may be audio and video recorded.

O. Agenda Format for Regular Meetings:

Order of Business: Promptly at the hour set for any meeting, the members of the City Council, City Manager, City Attorney, and City Clerk shall take their regular stations in the Council Chambers and the business of the City Council shall be taken up for consideration and disposition in the following order:

1. **Preliminary:**

- Call to Order
- Closed Session
- Roll Call
- Invocation
- Pledge of Allegiance
- Announcements-Mayor and/or City Manger
- Informational Items
- Declaration of Conflict of Interest

2. ***Presentations:***
 - Introduction of New Employees
 - Presentations
 - Mayor & Councilmember Committee Reports
3. ***Citizen's Forum:***
 - Oral Communications
 - Written Communications
4. ***Consent Calendar:***
 - Waiving of Readings of Ordinances and Resolutions
 - Approval of Minutes
 - Consideration of Item(s) Removed from the Consent Calendar
5. ***Scheduled Items:***
 - Public Hearings
 - Appeals
 - Referrals and Reports from Boards, Commissions, and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. ***Council Communications:***
 - Appointments to Boards, Commissions, Committees
 - Councilmember Referrals
 - Mayor & Councilmember Comments
7. ***Adjournment***

P. Components of a Regular Meeting:

The published agenda shall consist of an agenda and summary reports providing sufficient information needed for deliberation and action.

1. ***Consent Calendar:***

Items of a routine, non-controversial nature may be placed on the consent calendar at the City Manager's discretion. All items may be approved by one motion and one vote. Any Councilmember, the City Manager, the City Attorney, or member of the public or their representative may request any item be withdrawn from the consent calendar for separate consideration in its regular order of business. Members of the public shall make such a request by filling out a Speaker Form indicating the item to be removed and submitting it to the City Clerk prior to the Consent Calendar being called. Prior to the approval of the Consent Calendar, corrections to item(s) on the Consent Calendar may be stated and corrected and Councilmembers may register a "No" vote on specific item(s) without removal from the Consent Calendar.

2. ***Public Communications:***

a. ***Citizen's Forum:***

Subject to the time limits described in this document, any member of the public or their authorized representative, may address the City Council on any matter concerning the City's business, or any matter over which the City Council has control, whether on its posted agenda or not. Comments on items included on the agenda shall be reserved until the Council considers those items. However, the City Council is prohibited from extensively discussing, or taking action, on an item not appearing on its posted agenda under the provisions of the Brown Act. Any issue raised under "Citizen's Forum" will therefore be limited to a determination whether it should be placed on a future agenda for discussion, action, or report. The City Council can, however, allow its members or staff to briefly (no more than three minutes) respond to statements made, to ask questions for clarification, make brief announcements or report on his or her own activities. Unless directed otherwise by a majority of the City Council, all questions raised and not answered at a meeting will be responded to within 10 business days. Exceptions to this rule are set forth in the Brown Act. See also Section III – Decorum.

b. ***Written:***

Any member of the public or their authorized representative may address the City Council by written communications. A copy of written communications shall be provided to each Councilmember.

3. ***Minutes:***

a. ***Description:***

The minutes of a City Council meeting shall be "action minutes" which include the motions made, actions taken, and a brief summary of public comments.

b. ***Reading of Minutes:***

If each Councilmember has been furnished with a copy of the minutes prior to the meeting, the minutes may be approved without reading. If a Councilmember raises a point of correction to the minutes of a City Council meeting, that correction may be approved at that meeting.

4. ***Legislative Matters:***

Generally, public hearings shall be conducted in the following order:

a. ***Regular Hearings:***

Staff presentation
Questions of staff by Councilmembers
Hearing opened by Mayor or Presiding Officer
Public Comments
Hearing closed by Mayor or Presiding Officer
Questions by Councilmembers
Discussion by Councilmembers
Action by City Council

b. ***Appeals:***

Staff presentation
Questions of staff by Councilmembers
Hearing opened by Mayor or Presiding Officer

- Appellant's comments
- Public comments
- Rebuttal-Appellant comments

Hearing closed by Mayor or Presiding Officer
Questions by Councilmembers
Discussion by Councilmembers
Action by City Council

5. ***City Council Referrals:***

a. Any Councilmember may, prior to the posting of the agenda for a regular City Council meeting, bring any matter to the attention of the City Council which is not otherwise scheduled on a City Council agenda. The matter will be placed on the agenda in the Council Referral section. The sponsoring Councilmember shall give the City Manager a brief description of the subject to be printed in the agenda, sufficient to inform the City Council and public of the nature of the referral.

b. The City Council, after considering the referral, may do any of the following:

- (1) Take no action;
- (2) Refer the matter to staff to schedule as a future City Council agenda item;
- (3) Take action if Council finds that sufficient notice to the Council and the public has been provided by the published agenda, sufficient information has been received by the Council, and no formal published notice of a public hearing is required.

- c. The Councilmember who requested the referral has the privilege of speaking first on the item.
- d. No matter which has previously been brought before the Council under Council referral, and which a majority of the Council has declined to schedule as a future City Council agenda matter, shall be again brought before the Council under Council referral unless it is brought by a Councilmember other than the Councilmember who originally brought it.

6. ***Appointments:***

Appointments to the City Boards, Committees and Commission shall be made as described in Chapter V of this document.

Q. Addressing the City Council:

1. ***Speaker Form and Speaker Time:***

A person desiring to address the City Council is encouraged to complete a Speaker Form. Such use is voluntary. Depending upon the extent of the agenda and the number of persons desiring to speak on an issue, the Mayor or a majority of the City Council may, at the beginning of the hearing, limit the time for individual comments. When deemed necessary, the Mayor or a majority of the City Council may allocate a longer speaker time. The following time limits apply unless modified.

Applicant/appellant - 10 minutes

Individual speakers - 5 minutes

Rebuttal by applicant/appellant - 5 minutes

Each person shall stand at the podium, if one is available, and is requested to give his or her name and address for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the City Council and person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the City Council, without the permission of the Presiding Officer or a majority of the City Council. No question shall be asked of a Councilmember or a member of City staff except through the Presiding Officer.

2. ***One Speaker at a Time:***

No person, other than the person having the floor, shall be permitted to enter into any discussion without the permission of the Mayor or Presiding Officer. All discussions shall be through the Mayor or Presiding Officer, and no question shall be asked of a Councilmember except through the Mayor or Presiding Officer.

3. ***Questions and Comments from the Public:***

Questions and comments from the public shall be limited to the subject under consideration, except for Citizen's Forum.

4. ***Addressing the City Council after a Motion is made:***

No person in the audience may address the City Council after a motion is made without first securing permission to do so. Upon recognition by the Mayor or Presiding Officer and permission being granted by a majority of the City Council, the person so recognized shall confine him or herself to the question under discussion.

R. Continued Agenda Items:

It is City Council practice and policy that matters scheduled on an agenda will be heard at the meeting scheduled. When unforeseen circumstances mandate a request for continuance of an agenda item by an applicant, appellant, or other interested parties, the request must be made to the City Council at the outset of the consideration of the item. In addition, any person intending to make a request for a continuance shall inform the City Clerk, orally or in writing, as soon as possible prior to the meeting that such a request for continuance will be made. The City Clerk shall inform the Mayor. The City Council will consider the request for continuance prior to discussing the substance or merits of the agenda item. The interested parties may speak to the issue of a continuance without forfeiting the right to speak later to the merits of the issue if a majority of the Council so rules. Comments may be presented by persons not able to attend the meeting for which the item is finally scheduled if the City Council agrees to continue the item.

S. Public Hearing Closed:

Once a hearing is closed it is inappropriate for the public to speak except to answer an inquiry of a Councilmember addressed through the Mayor or Presiding Officer. However, a public hearing may be re-opened by the Mayor or Presiding Officer to hear new information at his or her discretion or by a majority vote of the City Council.

T. Cancellation of Meeting:

If the City Council considers and then decides to cancel a future regularly scheduled or special meeting it should take such action at the earliest prior meeting possible. Public notice shall be provided in accordance with the California Government Code.

CHAPTER III - DECORUM

A. **Enforcement of Decorum:**

The City Manager shall assign a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers and in the lobby. Upon instructions from the Mayor or Presiding Officer, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. **Courtesy:**

1. ***City Council:***

The City Council shall accord the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statements as to motives and personalities.

2. ***City Employees:***

Employees of the City shall observe the same rules of order and decorum applicable to the City Council.

3. ***Public Speakers:***

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Citizen's Forum section of the agenda. The right of members of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council and members of the City Council.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under public communications for a specific agenda item or under the Citizen's Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or Presiding Officer shall request that a person who is breaching the rules of decorum cease such conduct. If, after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or Presiding Officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or Presiding Officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or Presiding Officer may direct the City Manager to contact law enforcement.

4. ***Appointed Members of Boards, Commissions and Committees:***
Appointed members of Boards, Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City Council.
- C. Noise in the Lobby:**
Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.
- D. Crowd Control in Council Chambers:**
If the City Manager, or the City Manager's designee, anticipates in advance a crowd larger than the maximum number of attendees allowed in the City Council Chambers, he or she shall provide for appropriate crowd control.
- E. Prohibited Consumption:**
The consumption of controlled substances prohibited under federal law, tobacco, and alcohol is prohibited in the City Council Chambers.
- F. Distribution of Literature and Other Materials in City Council Chambers:**
No person shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers other than City staff pertaining to City business. Such other literature may be displayed or distributed outside the City Council Chambers area.

CHAPTER IV - PROCEDURAL RULES

A. Rules of Order:

The City Council shall determine its own rules of order and amend them from time to time, or adopt new rules as it deems necessary. Amendment to or adoption of new City Council procedures shall be accomplished by majority vote. A set of procedural rules, which is derived from Roberts Rules of Order, and which is attached to this handbook as Appendix A, shall assist the City Council's processing of motions.

B. Rules of Discussion:

1. *Division of Question:*

If the question contains two or more propositions, each of which is capable of standing as a complete proposition if the others are removed, the Mayor may, and upon request of a Councilmember shall, divide the question.

2. *Withdrawal of Motion:*

A motion may not be withdrawn by the maker of the motion without the consent of the Councilmember who seconded the motion.

3. *Voting:*

The City Council shall vote by "voice vote" on all matters before it unless a roll call vote is required by law or is requested by the Mayor. Silence shall be recorded as an affirmative vote, unless abstention is required by law, in which case silence shall be recorded as an abstention. The Presiding Officer shall announce the results of the vote. The City Clerk shall show on ordinances and resolutions, the names of Councilmembers and their respective votes.

4. *Failure to Vote:*

Absent a disqualification under State law, including conflict of interest provisions and prohibitions on participating when personal bias would prohibit a fair decision, it is the responsibility of every Councilmember to vote. Failure to vote that is not compelled by a legal disqualification shall constitute an affirmative vote. A Councilmember who fails to vote shall nonetheless be counted towards making up a quorum, unless otherwise required by State law.

5. *Abstaining from Vote for Reasons Other than an Identified Legal Disqualification:*

A Member of the City Council who abstains determines not to vote "yes" or "no". A vote to "abstain" except for an identified legal disqualification shall be counted as an affirmative vote. A Councilmember shall state a reason for abstaining prior to doing so; failure to do so will constitute the same action as silence or failure to vote. A Councilmember who abstains from voting for other than an identified legal disqualification shall nonetheless be counted toward making up a quorum.

6. ***Abstention/Recuse: Conflict of Interest:***

Councilmembers shall disqualify themselves and abstain from voting if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Councilmembers shall state the specific reason for such disqualification. Unless the matter is on the consent calendar, the abstaining Councilmember shall leave the Council dais until the conclusion of the agenda item. The matter will then proceed as though the member is not present, and the member shall not be counted toward making up a quorum. Further requirement on abstention and absence from the Chambers may be imposed by State law.

7. ***Tie Votes:***

When one Councilmember is absent and a matter under discussion remains unresolved as the result of a tie vote on all motions made on such matter, the matter shall be automatically continued to the next Council meeting when it is reasonably known that all Councilmembers will be present, provided that this rule shall not apply to matters involving the appellate jurisdiction of the City Council. The City Council exercises "appellate jurisdiction" when it considers matters in which a subordinate body such as the Planning Commission could, but for an appeal to the City Council, confer final approval.

8. ***Appeal from the Mayor's Decision:***

When the rules are silent, the Mayor shall decide all questions of order, subject to appeal by any Councilmember. When in doubt, the Mayor may submit the question to the City Council. Any decision or ruling of the Mayor may be appealed by request of any Councilmember. The Mayor shall immediately call for a vote to determine if the Mayor's ruling shall stand.

CHAPTER V
BOARDS, COMMISSIONS and COMMITTEES
CITY REPRESENTATIVES and STANDING COMMITTEE

A. Boards, Commissions and Committees – City Representatives & Standing Committees:

1. ***Definitions:***

a. ***Boards, Commission and Committees:***

The City Council shall establish by ordinance all boards and commissions which shall advise the City Council and perform such other functions and duties as prescribed by the City Council. Unless otherwise directed, ad hoc committees shall be established by resolutions.

b. ***City Representatives:***

Councilmembers and citizens may be appointed by the Mayor to serve on County, regional or multi-purpose agencies, committees and commissions to represent the City.

c. ***Standing Committee:***

The only standing committee of the City Council may be the Committee of the Whole. The Mayor, or the Vice Mayor (in the Mayor's absence) shall be the Mayor of the Committee of the Whole. The Rules of Proceedings will be the same as the rules for the City Council.

2. ***Application and Appointment Process:***

The members shall be appointed by the Mayor with the approval of the City Council, in accordance with the following procedure:

a. ***Vacancy, Announcement, Interview and Applicant Pool:***

The City Clerk shall maintain records of membership status of boards, commissions and committees. The Clerk shall notify the City Council of each vacancy.

When a vacancy occurs, the Mayor shall announce the vacancy and application deadline at a Council meeting and invite the public to apply for the position or positions.

b. ***Application Required:***

No person shall be appointed to a board, commission or committee without filing a written application for appointment with the City Clerk prior to the close of business on the date of the deadline for receipt of applications.

- c. *Scheduling of Appointment:*
The City Clerk shall schedule, on the regular City Council meeting agenda, as designated by the Mayor, a notice of the Mayor's intention to make an appointment to a board, commission or committee.
- d. *All Applications Provided to All Councilmembers:*
The City Clerk shall include in the City Council's agenda packet for the Council meeting at which the Mayor's appointment is scheduled, all current applications filed for appointment to the board, commission or committee designated in the Council Referral section of the Agenda. In the event there are multiple vacancies on the same board, commission or committee the Mayor shall schedule the appointment and name the appointees of all vacant positions of any one board on the same Council meeting.
- e. *Councilmember Prohibition:*
Unless the legislation adopted by the City Council for a particular board, commission or committee expressly provides otherwise, no Councilmember shall be eligible for appointment as a member of, or representative or liaison to a City board, commission or committee.
- f. *Applications: Current List:*
A current list of applicants is established each year. Applications may be submitted to the City Clerk at any time between January 1 and December 31. These applications may be considered for various vacancies throughout the year; however, on December 31, any remaining applications of these persons not appointed will be void. In order to be considered in the following year, new applications will need to be submitted starting January 1.

B. Appointment to Outside Agencies

- 1. *Citizen Appointments:*
Any appointment of any person, except a Councilmember, as a member of a County, regional, multi-purpose agency, or other outside agency shall be accomplished in the same manner as appointments to boards, commissions and committees. Any appointment of any person, except a Councilmember, as a representative or liaison of the City to any board, commission or committee, shall be in the same manner as appointments to boards, commissions and committees.
- 2. *Councilmember Appointments:*
Councilmembers shall provide the Mayor with requested appointments at the Council meeting at which the appointments are scheduled. The Mayor shall, instead of nominating, announce the appointment of the designated Councilmember as a member of a County, regional, multi-public agency, or other outside agency, at the time the matter is considered at the City Council meeting.

If no motion is made by a Councilmember, immediately following the Mayor's announcement, to submit the Mayor's intended appointment to formal vote of the City Council, the Mayor's announced appointment is deemed approved.

C. Interference in Board, Commission and Committee Functions:

Members of boards, commissions, and committees are appointed pursuant to Chapter V, Section A(2) of this Handbook to serve designated functions and duties. No member of the City Council shall interfere with the decisions or actions of the boards, commissions, and committees, unless such matter is removed by a majority vote of the City Council from the board, commission or committee to the Council.

D. Removal of member of board or commission or committee or City representative.

Any member of a board, commission or committee and any City representative or liaison to an outside agency, may be removed by a vote of not less than three (3) Councilmembers, initiated by either the Mayor or a Councilmember. Any proposed removal shall be scheduled as a Council Referral on the agenda of a regular Council meeting, with the name of the person proposed to be removed printed on the agenda.

E. Waiver of Requirements:

In the event compliance with any of the above requirements would seriously interfere with or interrupt the important business of the City, the City Council may, with the approval of four Councilmembers, waive one or more of said requirements.

PROCEDURAL RULES

A. RULES OF ORDER:

The following rules shall be used as a guide to the conduct of the meetings of the City Council; provided, however, that the failure of the City council to conform to said rules shall not, in any instance, be deemed to invalidate the action taken. It should be noted here the identities of some of the motions listed in these Rules differ from the same or equivalent rules identified in Robert's Rules of Order. In the event that these rules are not sufficient to guide the Council's determination of any matter, the most recent edition of Robert's Rules of Order shall control.

B. PROCESSING OF MOTIONS:

The Mayor shall state the motion. When a motion is made and seconded, it shall be restated by the Mayor before discussion or debate. A motion so stated shall not be withdrawn by the mover without the consent of the person seconding it. The Mayor shall restate the motion prior to voting.

C. PRECEDENCE OF MOTIONS:

When a motion is before the City Council, no other motion shall be entertained except to:

- (1) Fix the time to adjourn to
- (2) Adjourn
- (3) Take a recess
- (4) Raise a question of privilege
- (5) Raise a Point of Order (or call for agenda adherence)
- (6) Table
- (7) Close discussion (or close debate or call the previous question)
- (8) Limit or extend limits of discussion
- (9) Postpone to a time certain (or continue to a time certain)
- (10) Refer to staff, board, commission, committee or officer
- (11) Substitute the motion
- (12) Amend the motion
- (13) Postpone indefinitely
- (14) Motion to reconsider
- (15) Motion to reschedule

D. PURPOSE OF MOTIONS WHEN USED:

- (1) **Motion to Fix Time to Adjourn To:** A motion to fix the time to which to adjourn requires a second, is amendable and is debatable only as to the time (and date) to which the meeting is to be adjourned, and at which time (and date) any unfinished business will be considered. The purpose of the motion to fix the time (and date) to which to adjourn, is to set a time for duration and termination (adjournment) of the meeting, taking into consideration the completion of any unfinished business which may remain at adjournment. The time and date to which unfinished business will be considered may or may not be the next regular meeting.
- (2) **Motion to Adjourn:** A motion to adjourn requires a second and is not debatable except to set the date and time to which the meeting is adjourned to consider the unfinished business. The purpose of a motion to adjourn is to terminate the meeting forthwith, notwithstanding that the business on the agenda has not been completed, and notwithstanding a time fixed for adjournment has not yet arrived. A motion to adjourn shall be in order at any time, except as follows: (i) when repeated without intervening business or discussion; (ii) when made as an interruption of a Councilmember while speaking; (iii) when a motion to close discussion has been made; and (iv) while a vote is being taken.
- (3) **Motion to Take a Recess:** A motion to take a recess requires a second, is amendable, but is not debatable. The purpose of a motion to take a recess is to interrupt the meeting. The custom and practice of the City Council is that the Mayor will sense the need for and consensus for short recesses and declare such without formal motion; a formal motion is intended to be used when there is not an apparent consensus.
- (4) **Motion to Raise a Question of Personal Privilege:** The right of a Councilmember to address the City Council on a question of personal privilege shall be limited to cases in which the Councilmember's integrity, character, or motives are questioned, or to when the welfare of the City Council is concerned; the maker of the motion may interrupt another speaker if the Mayor recognizes the "privilege." The motion does not require a second, is not amendable, and is not debatable.
- (5) **Motion to Raise a Point of Order (Call for Agenda Adherence):** A motion to raise a point of order or call for agenda adherence does not require a second, is not amendable, and is not debatable. The purpose of the motion is to question whether a matter being discussed is adhering to the agenda item being considered. The custom and practice of the City Council is that the Mayor will sense the consensus of the City Council to take agenda items out of order, in order to expedite the efficient conduct of the meeting. A formal motion to change the agenda order of business or a formal motion to call for Council agenda adherence is intended to be used when there is no apparent consensus.

- (6) **Motion to Table:** The purpose of the motion is to terminate further consideration of the subject being discussed, without qualification. The effect of the motion, if approved, is to not only end discussion on any other motion being considered, but to preclude any other motion being made. A motion to table requires a second, is not amendable, and is not debatable. If the intent of the motion is actually to interrupt business for more urgent business, a motion to postpone or continue to a time certain at the same or another meeting shall be used instead of a motion to table. If the intent is to postpone indefinitely, a motion to postpone indefinitely shall be used in place of a motion to table. If the intent of the motion is to actually qualify termination of any further consideration, a motion to postpone or continue, or some other main motion should be used instead of a motion to table. No motion to “take from the table” shall be recognized, either at the same or subsequent meeting. The foregoing shall not preclude any Councilmember from placing the subject on an agenda for a later City Council meeting, under Council Referrals.
- (7) **Motion to Close Discussion or Debate:** A motion to close discussion requires a second, is not debatable and is not amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If the motion to close discussion fails, discussion is reopened; if the motion passes, then the Mayor shall call for the vote on the pending motion. The purpose of the motion is to close discussion on pending motions without qualification. The custom and practice of the City Council permits the Mayor to terminate discussion upon sensing the consensus of City Council to do so without a formal motion. The custom and practice of the City Council also permits the Mayor, reflecting the consensus of the City Council, to consider a motion to close discussion, to state such consensus and declare that the vote will be on the pending motion.
- (8) **Motion to limit or Extend Discussion or Debate:** A motion to limit or extend discussion or debate requires a second, is amendable and is not debatable. The purpose of the motion is to limit the time individual members of the City Council may speak on the subject or motion being considered, or to extend the time limit previously fixed.
- (9) **Motion to Postpone to Time Certain or Continue to a Certain Time:** A motion to postpone to time certain or continue to a certain time is amendable, and is debatable as to the propriety of postponement and as to time set in the motion. The purpose of the motion is to postpone the subject under discussion to another specified time and date if the continuance is to another date and meeting.
- (10) **Motion to Refer to Staff Advisory Body or Officer:** A motion to refer requires a second, is amendable, and is debatable only as to the propriety of referring. The substance of the subject being referred shall not be discussed at the time the motion to refer is made.

The purpose of the motion is to send the subject to the City Manager, advisory body or other City officer for further study and report back to City Council, at which time the subject will be fully discussed.

- (11) **Motion to Substitute Motion:** A motion to substitute the motion under consideration with another motion requires a second, is not amendable, and is debatable. A motion to substitute must be germane to the subject and compatible with the underlying purpose of the motion under consideration; and if passed, the substitute motion will, by its own action, eliminate the necessity to vote on the motion being substituted. If the substitute motion fails to pass, debate will resume on the motion previously being considered.
- (12) **Motion to Amend Motion:** A motion to amend a motion requires a second, is amendable, and is debatable only when the motion to which it applies is debatable. A motion to amend an amendment is in order, but one to amend an amendment to an amendment is not. An amendment modifying a motion is in order, but an amendment raising an independent question or one that is not germane to the main motion shall not be in order. Amendments take precedence over the main motion and the motion to postpone indefinitely. Amendments to amendments are voted on first, then the amendment, then the main motion as amended.
- (13) **Motion to Postpone Indefinitely:** A motion to postpone indefinitely requires a second, is not amendable, and is debatable. If the motion is adopted, the principal question shall be declared lost. The purpose of the motion to postpone indefinitely is to avoid a direct vote on the main motion or on any other motion on the subject under discussion. Its correct use is when the intent is to specify qualifications or conditions upon which the City Council would again consider the subject. It should not be confused with the motion to table, which is a means of terminating consideration of a subject without qualification.
- (14) **Motion to Reconsider:** A motion to reconsider any action taken by City Council may be made only immediately following the final action on the agenda subject under discussion and prior to the City Council taking up another agenda subject for consideration. A motion to reconsider requires a second, is debatable, and is not amendable. Such motion must be made by a Councilmember who voted on the prevailing side of the final action, but may be seconded by any Councilmember. A motion to reconsider shall have precedence over all other motions. The purpose of a motion to reconsider is to bring back the matter for consideration. If a motion to reconsider fails, it may not itself be reconsidered. Reconsideration may not be moved more than once on the same motion.
- (15) **Motion to Reschedule:** Notwithstanding paragraph (14), a Councilmember who voted on the prevailing side of a motion which disposed of an agenda item, may at any time during the next meeting following the action taken, make a motion to reschedule the subject for further consideration at a future meeting; provided the

Mayor may postpone the motion until the conclusion of whatever other agenda item is under discussion. The motion to reschedule requires a second, is not debatable, and is not amendable. The maker of the motion may make a very brief statement of reason for the motion. If the motion passes, the Mayor shall determine by consensus or vote, the meeting date at which the subject shall be rescheduled, which shall take into consideration whatever publication of notice and any special notice to interested parties that may be required. If a Councilmember, whether or not voting on the prevailing side, wants the City Council to “reconsider” a subject upon which final action has been taken by the City Council, and the Councilmember is precluded from making a motion to reconsider or reschedule pursuant to paragraph (14) and the foregoing provisions of paragraph (15) the Councilmember may seek such “reconsideration” by scheduling the subject as a “Council Referral” on a subsequent agenda.

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.340 Administrative hearing procedures.

This section establishes the procedures for the use of administrative hearing officers and the procedures for governing administrative hearings.

A. **Qualifications of Administrative Hearing Officer.** The city attorney shall develop and the city council shall ratify, rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the city as administrative hearing officers.

1. Candidates for the position of administrative hearing officer shall meet one of the following minimum qualifications:

a. Employed by a municipality other than the city of Lathrop as a city attorney, assistant city attorney or deputy city attorney.

b. Employed by a municipality other than the city of Lathrop as a code enforcement manager or code enforcement supervisor.

B. **Appointment of Administrative Hearing Officer.** The city attorney shall develop and the city council shall ratify policies and procedures relating to the appointment and compensation of hearing officers. Hearing officers presiding at administrative hearings shall be appointed and compensated by the city manager or city manager's designee. The employment, performance evaluation, compensation and benefits of the administrative hearing officer shall not be directly or indirectly conditioned upon the amount of administrative citation fines or other compensation upheld by the administrative hearing officer.

1. Hearing officers shall be compensated by a reciprocal services agreement whereas the city of Lathrop will provide like services to the agency of the individual acting as administrative hearing officer on behalf of the city of Lathrop.

2. Terms of any reciprocal services agreement for hearing officer services shall be approved by the city manager or city attorney.

C. **Disqualification of Hearing Officer.** Any person designated to serve as an administrative hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. Rules and procedures for the disqualification of a hearing officer shall be promulgated by the city attorney and ratified by the city council.

Any party may petition the city manager to disqualify a designated hearing officer after receipt of a notice indicating the identity of the hearing officer or discovering facts which establish grounds for disqualification. The petition must be filed immediately with the city manager upon discovery of such facts.

The city manager shall determine whether to grant the petition for disqualification. A written statement of the facts and reasons for the determination shall be incorporated into the administrative record for the hearing. The decision of the city manager may be appealed to the city council within ten (10) days' notice of the decision.

If a substitute is required for a hearing officer due to disqualification or unavailability, a substitute shall be appointed by the city manager in accordance with these rules and regulations.

D. **Powers of Hearing Officer.** The hearing officer has the authority to do the following:

1. Administer oaths;

2. Conduct a pre-hearing conference to deal with such matters as exploration of a settlement, preparation of stipulations, clarification of issues, and other matters;
3. Continue a hearing based on good cause shown by one of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded;
4. Issue subpoenas in accordance with this section. Upon receipt of a written request which is submitted no later than five days before the hearing, the hearing officer shall subpoena witnesses, documents, and other evidence where the attendance of the witness or the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees shall be borne by the party requesting the subpoena. The city attorney shall develop policies and procedures relating to the issuance of subpoenas in administrative hearings, including the form of the subpoena and related costs;
5. Maintain continuing jurisdiction over the subject matter of an administrative hearing for the purpose of granting a continuance, ensuring compliance with an administrative order, modifying an administrative order, or where extraordinary circumstances exist, granting a new hearing;
6. Require the posting of a performance bond or some other equivalent means of guaranteeing that compliance will occur, if necessary;
7. Approve any settlement voluntarily entered into by the parties. (Ord. 16-364 § 1; Ord. 07-267 § 1; Ord. 98-156)

View the [mobile version](#).

1.12.350 Procedures for requesting an appeals hearing.

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames

Title 1 GENERAL PROVISIONSChapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES**1.12.350 Procedures for requesting an appeals hearing.**

A. A person served with one of the following documents, order or notices may file an appeal within ten (10) calendar days from the service of the notice:

1. Any civil penalty notice and order issued;
2. An administrative citation issued pursuant to Sections 1.12.130 and 1.12.140;
3. An application for a waiver of fees.

B. The appeal shall be made in writing stating the grounds for the appeal and filed with the director on or before the tenth day after service. (Ord. 98-156)

View the [mobile version](#).

1.12.360 Procedures for notification of administrative hearing.

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
<u>Title 1 GENERAL PROVISIONS</u>							
<u>Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES</u>							

1.12.360 Procedures for notification of administrative hearing.

A. Where an administrative remedy or proceeding provides for an appeal procedure, the director shall request the city attorney to appoint a hearing officer and to schedule a day, time and a place for the hearing.

B. Written notice of the time and place of the hearing shall be served at least ten (10) calendar days prior to the date of the hearing to the responsible person.

C. The format and contents of the hearing notice shall be in accordance with rules and policies promulgated by the city attorney.

D. The notice of hearing shall be served by any of the methods of service listed in Section 15.36.050.
(Ord. 98-156)

View the [mobile version](#).

1.12.370 Procedures at administrative hearing.

Lathrop Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
<u>Title 1 GENERAL PROVISIONS</u>							
<u>Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES</u>							

1.12.370 Procedures at administrative hearing.

A. Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply. The procedure and format of the administrative hearing shall follow the procedures promulgated by the city attorney.

B. The city bears the burden of proof at an administrative hearing to establish the existence of a violation of this code or applicable state codes.

C. The standard of proof to be used by the hearing officer in deciding the issues at an administrative hearing is by a preponderance of the evidence.

D. Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his or her case.

E. Both the city and the party whose property and/or actions are the subject of an administrative hearing are entitled to representation by legal counsel. If the party whose property and/or actions are subject to the hearing is to be represented by an attorney, written notification of the attorney's name, address, and phone number must be supplied immediately to the city department which is holding the hearing. Upon notification by the other party of legal representation, the city department may contact the city attorney's officer to request representation at the hearing. Thereafter, all contact or communication should be made by the parties' attorneys. (Ord. 07-267 § 1; Ord. 98-156)

View the [mobile version](#).

1.12.380 Failure to attend administrative hearing.

Lathrop Municipal Code							
Up	Previous	Next	Main	<input type="text"/>	Search	Print	No Frames

Title 1 GENERAL PROVISIONS

Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES

1.12.380 Failure to attend administrative hearing.

Any responsible person who requests a hearing or whose actions are the subject of an administrative hearing and who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that the hearing was properly noticed. (Ord. 98-156)

View the [mobile version](#).

1.12.390 Administrative order.

Lathrop Municipal Code						
Up	Previous	Next	Main	Search	Print	No Frames
Title 1 GENERAL PROVISIONS						
Chapter 1.12 ADMINISTRATIVE ENFORCEMENT PROCEDURES						

1.12.390 Administrative order.

A. The decision of the hearing officer shall be entitled "administrative order" and shall be issued in accordance with the rules and procedures promulgated by the city attorney.

B. Once all evidence and testimony are completed, the hearing officer shall issue an administrative order which affirms, modifies or rejects the director's action. In the case of a notice and order of civil penalty, the administrative order may affirm, modify or reject the daily rate or duration of the civil penalties depending upon the review of the evidence and may increase or decrease the total amount of civil penalties and costs assessed.

C. The hearing officer may issue an administrative order that requires the responsible person to cease from violating this code or applicable state codes and to make necessary corrections within a specific time frame.

D. As part of the administrative order, the hearing officer may establish specific deadlines for the payment of penalties and costs and condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.

E. The hearing officer may issue an administrative order which imposes additional civil penalties that will continue to be assessed until the responsible person complies with the hearing officer's decision and corrects the violation.

F. The hearing officer may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative order.

G. The administrative order shall become final on the date of service of the order.

H. The administrative order shall be served on all parties by any one of the methods listed in this chapter. (Ord. 98-156)

View the [mobile version](#).

**PAGE LEFT
INTENTIONALLY
BLANK**