

# May 14, 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](http://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  
Rebecca Schmidt, 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.



**MAY 14, 2018 – City Council Regular Meeting Agenda – 7:00 p.m.**



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See Reverse

## 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](mailto: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](http://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/](http://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, MAY 14, 2018  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

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

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 5 Potential Case(s)

**RECONVENE**

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S)

1.7.1 CITY CLERK INFORMATIONAL ITEM  
Statewide Direct Primary Election Day June 5, 2018

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS**

2.1 VOLUNTEER RECOGNITION AWARDS

- Recipient for Youth Volunteer of the Year Award
  - Aliyah Conley
- Recipient for Senior Volunteer of the Year
  - Linda Rose
- Recipients for Volunteer Committee of the Year Award

- The Mayor's Art Show Committee:
  - Joyce Gatto
  - Bennie Gatto
  - Cindy Martin
  - Tony Martin
  - Jim Monty
  - Tosh Ishihara

2.2 SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) INFORMATIONAL PRESENTATION

- Receive Information Regarding RTD'S Role in the Community, Ongoing Projects and Programs, and Service Benefits to Lathrop Residents.

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 Regular Council Meeting of April 9, 2018

4.3 TREASURER'S REPORT MARCH 2018

Approve Quarterly Treasurer's Investment Report for March 2018

- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 18-392 OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AMENDMENT TO MUNICIPAL CODE, TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.24 "PARKING", SECTION 10.24.160 "VIOLATION PENALTY" TO ADD PAYMENT PLAN OPTIONS  
Second Reading and Adoption of Ordinance 18-392 Amending Lathrop Municipal Code Section 10.24.160 Entitled "Violation – Penalty" to Comply with AB 503 and Adopt Payment Plan Options
- 4.5 RATIFICATION OF THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL FINANCIAL PLAN  
Adopt Resolution Ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for FY 2018/19
- 4.6 BAY ALARM COMPANY SECURITY, FIRE ALARM, ACCESS CONTROL, AND EQUIPMENT INSTALLATION AND MAINTENANCE SERVICES AGREEMENT  
Adopt a Resolution Authorizing an Agreement with Bay Alarm Company for Security, Fire Alarm, Access Control, and Equipment Installation and Maintenance Services
- 4.7 ADJUSTMENT TO THE REPUBLIC SERVICES SOLID WASTE COLLECTION RATES FOR FISCAL YEAR 2018-2019  
Adopt Resolution to Authorize an Increase to Republic Services Collection Rates for Fiscal Year 2018-2019 Based on the Consumer Price Index for All Urban Consumers
- 4.8 AMENDMENT WITH WGR SOUTHWEST, INC. TO PROVIDE COMPLIANCE SUPPORT SERVICES FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 14-10 AND A RELATED BUDGET AMENDMENT  
Adopt a Resolution Approving Amendment No. 1 with WGR Southwest, Inc., for Small Construction Project Review and Inspection Support Services for the Phase II MS4 Storm Water Discharge Permit SD 14-10 and a Related Budget Amendment
- 4.9 APPROVE BASIN BOUNDARY MODIFICATION REQUEST FOR SGMA COMPLIANCE CIP PW 16-04  
Approve a Basin Boundary Modification Request to Align the Eastern San Joaquin and Tracy Subbasins with the City's Limit and Associated CEQA Determination for SGMA Compliance CIP PW 16-04
- 4.10 APPROVE AGREEMENT WITH DE NOVO PLANNING GROUP FOR IWRMP ENVIRONMENTAL CONSULTING SERVICES, CONTRACT AMENDMENT NO. 4 WITH EKI AND RELATED BUDGET AMENDMENT PW 10-10 AND WW 15-08  
Adopt a Resolution Approving a Professional Services Agreement with De Novo Planning Group for Environmental Consulting Services, Contract Amendment No. 4 with EKI for the Integrated Water Resources Master Plan and Related Budget Amendment PW 10-10 and WW 15-08

- 4.11 AGREEMENT WITH HYDROFOCUS, INC. FOR WASTEWATER DISCHARGE REQUIREMENTS PERMIT COMPLIANCE  
Adopt Resolution Approving an Agreement with HydroFocus, Inc. for Groundwater Monitoring and Reporting Services for Waste Discharge Requirements Permit Compliance for the Lathrop Consolidated Treatment Facility for Fiscal Year 2018-2019
- 4.12 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 36 LOTS IN TRACT 3825 VILLAGE "D" WITHIN EAST VILLAGE OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 3825 Village "D" within East Village, Totaling 36 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.13 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 31 LOTS IN TRACT 3874 VILLAGE "A" WITHIN EAST VILLAGE OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 3874 Village "A" within East Village, Totaling 31 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.14 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3913 VILLAGE "O" WITHIN EAST VILLAGE OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 3913 Village "O" within East Village, Totaling 24 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.15 VESTING TENTATIVE PARCEL MAP FOR THE LATHROP TOWNE CENTRE PROJECT  
Adopt a Resolution Affirming the Planning Commission's Recommendation to Approve the Vesting Tentative Parcel Map for the Proposed Lathrop Towne Centre Project (VTM-17-111)
- 4.16 ISU SALE TO HEARTLAND EXPRESS, INC. OF IOWA  
Adopt Resolution Approving the Sale of 18 ISUs to Heartland Express, Inc. of Iowa for a Proposed Truck Wash Located at APNs 196-030-029 and 196-030-31
- 4.17 ACCEPT IMPROVEMENTS FROM STUDEBAKER BROWN ELECTRIC FOR CIP PS 17-02 TRAFFIC SIGNAL AT RIVER ISLANDS PARKWAY AND MCKEE BOULEVARD AND FOR CIP PS 17-05 TRAFFIC SIGNAL AT HARLAN ROAD AND STONEBRIDGE LANE  
Adopt a Resolution Accepting Improvements from Studebaker Brown Electric for CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and for CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane and Authorize the Filing of a Notice of Completion and Release of Contract Retention

- 4.18 RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TEICHERT CONSTRUCTION FOR REPAIRS TO THE CROSSROADS STORM DRAIN SYSTEM EMERGENCY CROSSROADS STORM DRAIN REPAIR  
Adopt a Resolution to Ratify City Manager's Approval of an Emergency Construction Contract with Teichert Construction for Repairs to the Crossroads Storm Drain System and Approve Creation of CIP SD 18-13 and Related Budget Amendment
- 4.19 APPROVE AMENDMENT TO TASK ORDER No. 8 WITH CHARLES R. SIMPSON, DBA BASECAMP ENVIRONMENTAL  
Adopt a Resolution Approving Amendment to Task Order No. 8 with Charles R. Simpson, dba BaseCamp Environmental to Prepare CEQA Initial Study/Mitigated Negative Declaration for a Warehousing and Distribution Facility at 500 East Louise Avenue and Extend the Term of Master Agreement dated June 17, 2013
- 4.20 APPROVE AMENDMENT NO. 5 WITH VEOLIA TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT  
Adopt a Resolution Approving Amendment No. 5 with Veolia to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operation and Maintenance Agreement with Veolia Water West Operating Services
- 4.21 FISCAL YEAR 2018-19 PROJECT LIST ASSOCIATED WITH SENATE BILL 1  
Adopt a Resolution Approving Project List for Fiscal Year 2018-19 Funded by Senate Bill 1 (SB 1) the Road Repair and Accountability Act of 2017 and Related Budget Amendment
- 4.22 APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19 FOR INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STONEBRIDGE LANDSCAPE MAINTENANCE DISTRICT; STONEBRIDGE DRAINAGE AND LIGHTING DISTRICT; STORM DRAIN DISTRICT ZONE 1; AND STORM DRAIN DISTRICT ZONE 1A  
Council to Consider the Following:
1. Adopt a Resolution Approving the Preliminary Engineer's Report for the Industrial Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
  2. Adopt a Resolution Approving the Preliminary Engineer's Report for the Residential Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
  3. Adopt a Resolution Approving the Preliminary Engineer's Report for the Mossdale Landscape and Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
  4. Adopt a Resolution Approving the Preliminary Engineer's Report for the Stonebridge Landscape Maintenance District and the Stonebridge Drainage & Lighting District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19

5. Adopt a Resolution Approving the Preliminary Engineer's Report for the Storm Drain Districts Zones 1 and 1A and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19

4.23 APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 (WOODFIELD PARK)

Adopt a Resolution Approving the Preliminary Engineer's Report for Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19

## 5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER 2018 CAPITAL FACILITIES FEES UPDATE

Council to Consider the Following:

1. Hold a Public Hearing; and
2. A Resolution Adopting the City of Lathrop 2018 Capital Facilities Fees Study Update

## 6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALIWAL REFERRAL: Discuss Placing Surveillance Cameras at the Entrance and Exit Points of the City

6.2 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)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

  
Teresa Vargas, CMC, City Clerk



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

**MINUTES**

**PLEASE NOTE: There was a Closed Session which commenced at 6:34 p.m. The Regular Meeting reconvened at 7:11 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:34 p.m.

1.2 CLOSED SESSION

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

**RECONVENE** – Mayor Dhaliwal reconvened the meeting at 7:09 p.m.

1.2.2 REPORT FROM CLOSED SESSION

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

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

Absent: None

1.4 INVOCATION – Mayor Dhaliwal led a moment of silence.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore deferred announcements to City Clerk Teresa Vargas. Ms. Vargas announced the DEA Drug Take Back event scheduled for April 28, 2018, at the Lathrop Senior Center located at 15707 5th Street, from 10 a.m. to 2 p.m.; and a Community Visioning Workshop meeting scheduled for April 16, 2018, at the Lathrop City Hall Council Chamber, commencing at 6:00 p.m.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST – None

## 2. PRESENTATIONS

### 2.1 PROCLAMATION RECOGNIZING SIKH COMMUNITY VAISAKHI CELEBRATION

Mayor Dhaliwal, accompanied by the City Council, provided the proclamation to members of the Sikh Community recognizing the Vaisakhi Celebration held of April 13, 2018.

### 2.2 CERTIFICATE OF RECOGNITION TO JAIME HERNANDEZ

Mayor Dhaliwal, accompanied by the Lathrop City Council, presented a plaque to Jaime Hernandez recognizing his 17 years of service and commitment with the Lathrop Jr. Spartans as Founder and President. The City Council expressed their appreciation and gratitude.

### 2.3 PRESENTATION UPDATE ON MANTHEY ROAD BRIDGE PROJECT PS 12-04 UPDATE

Senior Civil Engineer Michael King provided the presentation. The City Council received informational update related to the Manthey Road Bridge Project PS 12-04, including project history, funding summary, project summary, related environmental and technical studies, and the remaining project development phases. A question and answer period followed. No other reportable action taken.

### 2.4 MAYOR'S COMMITTEE REPORT(S)

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

- *Breakfast with the Bunny*  
Scheduled for April 14, 2018, from 8:00 a.m. to 12:00 p.m. at Valverde Park.
- *Beautification Day – Earth Day Celebration*  
Scheduled for April 21, 2018 at Valverde Park.
- *Volunteer Appreciation Dinner*  
Scheduled for April 27, 2018 at 6:00 p.m. at Lathrop High School Cafeteria.
- *Mayor's Art Show – Art Piece Registration*  
Art entries can be made on April 27, 2018, from 9:00 a.m. to 4:00 p.m. and April 28, 2018, from 9:00 a.m. to 12:00 p.m., at the Lathrop Council Chamber.

- *Mayor's Art Show Viewing*  
Scheduled from April 30 to May 11, 2018, in the Lathrop Council Chamber.
- *Mayor's Art Show Reception*  
Scheduled for May 11, 2018, at 5:00 p.m. in the Lathrop Council Chamber.

### 3. CITIZEN'S FORUM

Nellie Zavala (Commission on Aging) reported her attendance to the April 2, 2018, San Joaquin County Commission on Aging meeting, in which information and programs from the State of California Office of the Ombudsman was discussed. Beau Grisham (President of the Lathrop Jr. Spartans Youth Sports) provided information related to the Lathrop Jr. Spartans Youth Sports programs, and expressed need for funding contributions to sustain the programs. Hailey Salazar (Behind the Fire LMFD) invited the public to attend "Breakfast with the Firefighters" event scheduled on April 14, 2018, from 7:00 a.m. to 11 a.m. at the Lathrop Senior Center.

### 4. CONSENT CALENDAR

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

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

#### 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

#### 4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of March 12, 2018.

#### 4.3 SECOND READING AND ADOPTION OF ORDINANCE 18-390 APPROVING THE TRANSFER OF THE SOUTH LATHROP SPECIFIC PLAN DEVELOPMENT AGREEMENT, ADOPTED ON AUGUST 3, 2015, AND RICHLAND'S INTEREST IN THE PHASE 2 EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY FUNDING AGREEMENT, DATED NOVEMBER 21, 2016, FROM THE EXISTING AGREEMENT HOLDER, RICHLAND DEVELOPERS, INC., TO SOUTH LATHROP LAND, LLC.

Adopted **Ordinance 18-390** to assign and transfer the South Lathrop Development Agreement and Funding Agreement to South Lathrop Land, LLC.

4.4 SECOND READING AND ADOPTION OF ORDINANCE 18-391 AMENDING LATHROP MUNICIPAL CODE TITLE 13 "PUBLIC SERVICES", CHAPTER 13.09 "RECYCLED WATER SERVICE SYSTEM"

Adopted **Ordinance 18-391** approving an amendment to Title 13 "Public Services", Chapter 13.09 "Recycled Water Service System" necessary to update the recycled water system regulations to be consistent with the City's recycled water program.

4.5 PLANNING FEE WAIVER REQUEST BY NEW LIFE CHURCH (TUP-18-7)

Adopted **Resolution 18-4358** waiving the temporary use permit processing fee and storage fee for New Life Church, in the combined amount of \$392.

4.6 RESOLUTION SUPPORTING PROPOSITION 69 AND OPPOSING REPEAL OF "THE ROAD REPAIR AND ACCOUNTABILITY ACT" (SB 1 - BEALL)

Adopted **Resolution 18-4359** supporting Proposition 69 and opposing repeal of "The Road Repair and Accountability Act" (SB 1 - Beall), and authorizing the Mayor to sign approval to join the coalition to protect local transportation improvements.

4.7 UPDATE OF JOB CLASSIFICATIONS

Adopted **Resolution 18-4360** updating various job classifications for the Public Works Department Operations and Maintenance staff, the Projects and Programs Manager classification, Management Analyst I/II (Confidential) classification, and eliminating the Management Analyst I/II non-confidential classification position.

4.8 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 46 LOTS IN TRACT 3837 VILLAGE "P" WITHIN EAST VILLAGE OF RIVER ISLANDS

Adopted **Resolution 18-4361** approving Final Map for Tract 3837 Village "P" within East Village District, totaling 46 single family lots, Subdivision Improvement Agreement with River Islands Development, LLC, Acceptance of Quitclaim of Right of Way for Cohen Road, City of Lathrop Annexation No. 6 CFD 2013, and rejected the Irrevocable Offer of Dedication for Mulholland Drive.

4.9 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 114 CONDOMINIUM UNITS (9 LOTS) IN TRACT 3833 VILLAGE "L" WITHIN EAST VILLAGE OF RIVER ISLANDS

Adopted **Resolution 18-4362** approving Final Map for Tract 3833 Village "L" within East Village, Totaling 114 Single Family Condominium Units (9 Lots), Subdivision Improvement Agreement with River Islands Development, LLC, Quitclaim Deed to abandon a portion of Cohen Road, and City of Lathrop Annexation No. 5 CFD 2013.

- 4.10 AUTHORIZE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WSP FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT PS 12-04

Adopted **Resolution 18-4363** approving Amendment No. 2 with WSP for additional Preliminary Engineering and Environmental Compliance Services for the Manthey Road Bridge Replacement Project, PS 12-04.

- 4.11 APPROVE INDUSTRIAL SOLID WASTE LICENSE FOR CAL-WASTE RECOVERY SYSTEM

Adopted **Resolution 18-4364** approving an Industrial Solid Waste License for Cal-Waste Recovery System.

- 4.12 ACCEPT IMPROVEMENTS TO THE MULTI PARK PROJECT FROM DOMINGUEZ LANDSCAPE SERVICES, INC.

Adopted **Resolution 18-4365** accepting improvements to the Multi-Park Project for Libby Park, Basin Park, South Linear Park, and the Towne Centre Drive traffic circle from Dominguez Landscape Services, Inc., and approving the filing of a Notice of Completion and release of contract retention.

- 4.13 ACCEPT IMPROVEMENTS FOR LAS-3 CONVERSION TO A PERCOLATION BASIN FOR CROSSROADS DECOMMISSIONING WW 15-20

Adopted **Resolution 18-4366** accepting improvements for the LAS-3 conversion to a percolation basin by Richland Crossroads for the Crossroads Decommissioning Project, WW 15-20.

- 4.14 APPROVE RECYCLED WATER USER AGREEMENT WITH RECLAMATION DISTRICT 2062 (RD 2062)

Adopted **Resolution 18-4367** approving a User Agreement with RD 2062 for the delivery and use of recycled water in the River Islands development area.

- 4.15 APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH STEWART TRACT GROUNDWATER SUSTAINABLE AGENCY (GSA) TO PURSUE A BASIN BOUNDARY MODIFICATION FOR THE SUSTAINABLE GROUNDWATER MONITORING ACT (SGMA) COMPLIANCE CIP PW 16-04

Adopted **Resolution 18-4368** approving a MOU between the City of Lathrop and Stewart Tract GSA regarding pursuing a Basin Boundary Modification Request in the Tracy Subbasin and Eastern San Joaquin Subbasin, PW 16-04.

- 4.16 HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2017

Pulled by Councilmember Akinjo. A questions and answer period ensued. Community Development Director Rebecca Schmidt provided the information.

Adopted **Resolution 18-4369** accepting the Housing Element Annual Progress Report for calendar year 2017, and authorizing the submittal of the report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.

- 4.17 APPROVE AMENDMENT NO. 7 WITH PACIFIC ADVANCED CIVIL ENGINEERING, INCORPORATED (PACE) FOR ADDITIONAL DESIGN MODIFICATIONS FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY (LCTF) PHASE 2 EXPANSION CIP WW 14-14

Adopted **Resolution 18-4370** approving Amendment No. 7 with PACE for additional design modifications for the LCTF Phase 2 Expansion, WW 14-14.

## 5. SCHEDULED ITEMS

- 5.1 CITY OF LATHROP AND CITY OF TRACY LAW ENFORCEMENT SERVICES EVALUATION

City Manager Stephen Salvatore introduced City Consultant Mike Oliver, President of Municipal Resource Group, LLC (MRG). Mr. Salvatore began the presentation with an overview and project background.

Finance Director Cari James and Mr. Oliver provided the remaining portion of the presentation, which included additional background information related to the Law Enforcement Services Agreement with the San Joaquin County Sheriff's Office, MRG project findings, overview of a proposed service model, projected cost of services, facility and staffing requirements, method of addressing projected long-term needs for the City of Lathrop, and potential next steps needed to develop and implement a new law enforcement services agreement with the City of Tracy Police Department. A question and answer period followed.

Jack Varrella (Lathrop, CA) withdrew request to speak. Reverend Lu Davis (Lathrop, CA) requested information related to police staffing levels proportional with the future growth of the City; expressed support for law enforcement options with the greater cost savings potential; and urged City to consider its own police department in the future as the City's population increases. Sherrie Kyle (Lathrop, CA) expressed concern with unresolved disputed overhead costs; and commented on the value of institutional knowledge by current County Sheriff Deputies. Michele Maddon (Lathrop, CA) expressed support for continuation of the law enforcement agreement with San Joaquin County Sheriff's Office; requested the City consider an additional consultant to provide additional review of law enforcement options. Christina Laughlin (Lathrop, CA) expressed concern with potential challenges the City may be faced with police recruitment; expressed support for continuation of the law enforcement agreement with San Joaquin County Sheriff's Office. Reverend Lu Davis (Lathrop, CA) returned to the lector commented on wage differences between City of Tracy and San Joaquin Sheriff's Office. The question and answer period continued.

Mayor Dhaliwal stepped down from the dais at 9:29 p.m. and returned at 9:29 p.m.

The question and answer period continued. Finance Director Cari James, City Consultant Mike Oliver, and Dan Drummond (MRG) provided additional information. Bennie Gatto (Lathrop, CA) commented on the importance of considering cost savings options; expressed concerns with increasing costs related to the San Joaquin County Sheriff's Office Law Enforcement Agreement. Michele Maddon (Lathrop, CA) returned to the lector, commented on previous comments made related to dispatch operations; reiterated request for additional consultant to provide separate evaluation of law enforcement options. City Manager Stephen Salvatore announced that the City would be coordinating a Special City Council Meeting/Study Session in May to further discuss the potential options related to a law enforcement service agreement between the City of Lathrop and City of Tracy.

On a motion by Councilmember Akinjo, seconded by Councilmember Dresser, the City Council received a report related to the evaluation of law enforcement services options compiled by MRG and City staff, considered provisions of a potential agreement for law enforcement services by the City of Tracy to the City of Lathrop, and adopted **Resolution 18-4371** authorizing Task Order #10 with MRG to prepare a potential law enforcement service agreement between the City of Lathrop and City of Tracy to be considered at a future City Council Meeting, and after the Study Session to be scheduled in May.

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

5.2 REGIONALIZATION OF WASTEWATER SYSTEM PRESENTATION BY PATRICK PALUPA EXECUTIVE OFFICER, WITH THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, AND APPROVAL OF CONTRACT WITH ROBERTSON-BRYAN, INC

City Manager Stephen Salvatore introduced Patrick Palupa, Executive Officer, with the Central Valley Regional Water Quality Control Board, and Michael Bryan, Ph.D., with Robertson-Bryan, Inc. Mr. Salvatore provided an overview of the item.

Mayor Dhaliwal stepped down from the dais at 9:59 p.m. Mayor Dhaliwal returned to the dais at 10:04 p.m.

Mr. Palupa and Mr. Bryan provided the remaining portion of the presentation, which included environmental concerns related to the Sacramento – San Joaquin Delta, concerns for proposed discharge to the San Joaquin River, and the Central Valley Water Board support of regionalization of wastewater services between the City of Lathrop and City of Manteca. A question and answer period ensued throughout the presentation.

On a motion by Councilmember Salcedo, seconded by Councilmember Dresser, the City Council received information related to regionalization of wastewater systems between Lathrop and Manteca, and adopted **Resolution 18-4372** authoring an agreement with Robertson-Bryan, Inc. to evaluate the feasibility and efficacy of regionalization of Lathrop and Manteca wastewater facilities, and the creation of CIP WW 18-09.

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

5.3 CITY COUNCIL AFFIRMATION OF THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE SIXTH ADDENDUM TO THE RIVER ISLANDS SEIR, RIVER ISLANDS VTM TRACT 3765, PRELIMINARY DEVELOPMENT PLAN, AND PRECISE PLAN LINE

Community Development Director Rebecca Schmidt provided the presentation. Susan Dell'Osso (River Islands Development) provided additional project information related to the Paradise Cut set-back levee.

Mayor Dhaliwal stepped down from the dais at 10:44 p.m. and returned at 10:44 pm.

On a motion by Vice Mayor Elliott, seconded by Councilmember Akinjo, the City Council adopted **Resolution 18-4373** affirming the Planning Commission's recommendation to adopt the Sixth Addendum to the River Islands Subsequent EIR, approved the amended River Islands Vesting Tentative Map Tract 3765 (Large Lot), approved the revised Preliminary Development Plan for Stage 2B of Tract 3694, and approved the revised River Islands Precise Plan Line for Stage 2A of Tract 3694.

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

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND LATHROP MUNICIPAL CODE, TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.24 "PARKING", SECTION 10.24.160 "VIOLATION PENALTY" TO ADD PAYMENT PLAN OPTIONS

Police Services Office Manager Carole Terras provided the presentation. A question and answer period followed. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. A question and answer period ensued.



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

1. Held a Public Hearing; and
2. Introduced and held first reading of an ordinance amending Lathrop Municipal Code Section 10.24.160 entitled "Violation Penalty" to add payment plan options.

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

## 6. COUNCIL COMMUNICATIONS

### 6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Dresser reported his attendance to recent regional meetings, including the San Joaquin Regional Rail Commission meeting, in which he was appointed as the new Chair, and the San Joaquin Area Flood Control Agency.

### 6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers thanked those in attendance.

7. **ADJOURNMENT** – there being no further business, Mayor Dhaliwal adjourned the meeting at 11:03 p.m.

  
Teresa Vargas, CMC, City Clerk

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## Quarterly Investment Report

### March 2018

This report presents a detailed discussion of the City's investment portfolio as of March 31, 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 March 31, 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 March 31, 2018 compared with the prior quarter:

<b>Table: 1</b>				
	<b>December 31, 2017</b>		<b>March 31, 2018</b>	
<b>Holding Party</b>	<b>Fund Amounts (1)</b>	<b>% of Portfolio</b>	<b>Fund Amounts (1)</b>	<b>% of Portfolio</b>
Investments/cash held by the City	\$72,310,491	65%	\$72,904,378	66%
Investments held by Trustees	\$38,594,717	35%	\$37,984,837	34%
<b>TOTAL</b>	<b>\$110,905,208</b>	<b>100%</b>	<b>\$110,889,216</b>	<b>100%</b>

(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).

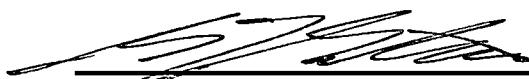
Significant payables paid out during the quarter include:

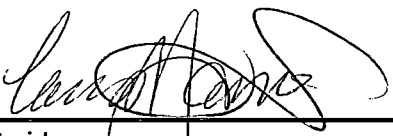
- I. Nonrecurring Expenditure Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
  - a. Contractual – Park & Street Landscaping, and Water Treatment Services
  - b. Intergovernmental payments – San Joaquin County (Police Services), Lathrop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

**Quarterly Economic Update**

According to the latest projections from the business Forecasting Center at the University of the Pacific, California’s economy will maintain steady growth despite a slight slowdown at the beginning of the year. Consumer spending and residential investment, which were expected to drive growth in 2017, have increased less than expected but remain well positioned to support future growth. 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 2017. 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: 6.6%; City of Lathrop: 6%). 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

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

**TABLE: 2**  
**CITY OF LATHROP**  
**Summary of All Investments**  
**As of March 31, 2018**

<b>City Held Investments</b>	<b>Recorded Value</b>	<b>Current Yield</b>	<b>Percent of Portfolio</b>	<b>Market Value</b>
Local Agency Investment Fund	\$ 50,837,153	0.228%	55.49%	\$ 50,837,153
Wells Fargo Money Market Mutual Funds	\$ 2,787,301	0.000%	3.04%	\$ 2,787,301
<b>Total Investments Held by the City (1)</b>	<b>\$ 53,624,454</b>	<b>0.216%</b>	<b>58.54%</b>	<b>\$ 53,624,453</b>

<b>Trustee Held Investments</b>	<b>Recorded Value</b>	<b>Current Yield</b>	<b>Percent of Portfolio</b>	<b>Market Value</b>
Union Bank	\$ 6,561,968	0.027%	7.16%	\$ 6,561,968
UMB Bank	\$ 381,650	0.000%	0.42%	\$ 381,650
US Bank	\$ -	0.025%	0.00%	\$ -
SJ County Pooled Funds	\$ 274,557	0.260%	0.30%	\$ 274,557
PFM Asset Management	\$ 30,273,862	0.000%	33.05%	\$ 30,273,862
BBVA Compass Bank	\$ 492,801	0.230%	0.54%	\$ 492,801
<b>Total Investments Held by Trustees (2)</b>	<b>\$ 37,984,837</b>	<b>0.010%</b>	<b>41.46%</b>	<b>\$ 37,984,837</b>

<b>Total City &amp; Trustee Held Investments &amp; Cash</b>	<b>Recorded Value</b>	<b>Current Yield</b>	<b>Percent of Portfolio</b>	<b>Market Value</b>
Investments Held by the City and Trustees	\$ 91,609,291	0.130%	100.00%	\$ 91,609,291
Cash in Checking Accounts - Recorded Value	\$ 19,279,925			
<b>Total Cash and Investments</b>	<b>\$ 110,889,216</b>			

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: 3**  
**CITY OF LATHROP**  
**Investments Cash Flow Analysis**  
**As of March 31, 2018**

<b>Investments Held by the City</b>	<b>Prior Month Recorded Value</b>	<b>Purchased (Buy)</b>	<b>Redeemed (Sell)</b>	<b>Current Month Recorded Value</b>
Local Agency Investment Fund (1)	\$ 50,837,153	-	-	\$ 50,837,153
Wells Fargo Money Market Mutual Funds (2)	\$ 2,784,354	2,947	-	\$ 2,787,301
<b>Total Investments Held by the City</b>	<b>\$ 53,621,507</b>	<b>2,947</b>	<b>-</b>	<b>\$ 53,624,453</b>

<b>Investments Held by Trustees</b>	<b>Prior Month Recorded Value</b>	<b>Purchased (Buy)</b>	<b>Redeemed (Sell)</b>	<b>Current Month Recorded Value</b>
BBVA Compass Bank	\$ 492,424	377		\$ 492,801
SJ County Pooled Funds	\$ 276,122		(1,564)	\$ 274,557
UMB Bank	\$ 417,842	237	(36,429)	\$ 381,650
Union Bank (3)	\$ 7,779,449	991,769	(2,209,251)	\$ 6,561,968
US Bank	\$ -			\$ -
PFM Asset Management	\$ 30,165,251	1,967,201	(1,858,591)	\$ 30,273,862
<b>Total Investments Held by Trustees</b>	<b>\$ 39,131,088</b>	<b>\$ 2,959,584</b>	<b>\$ (4,105,835)</b>	<b>\$ 37,984,837</b>

<b>Total Cash in Checking Accounts Held by the City (2)</b>	<b>\$ 21,132,802</b>	<b>4,030,897</b>	<b>(5,883,774)</b>	<b>\$ 19,279,925</b>
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<b>Total Cash and Investments Held by the City and Trustees</b>	<b>\$ 113,885,397</b>	<b>\$ 6,993,428</b>	<b>\$ (9,989,609)</b>	<b>\$ 110,889,216</b>
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**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: 4**  
**CITY OF LATHROP**  
**Investment Held by City Detail**  
**As of March 31, 2018**

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
<b>Local Agency Investment Fund</b>							
	Money Market Fund City Acct No. 98-39-437	N/A	0.257%	Varies	On Demand	50,837,153	50,837,153
						<b>\$ 50,837,153</b>	<b>\$ 50,837,153</b>
<b>Wells Fargo Mutual Funds</b>							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.000%	Varies	On Demand	2,787,301	2,787,301
						<b>\$ 2,787,301</b>	<b>\$ 2,787,301</b>
<b>TOTAL INVESTMENTS HELD BY CITY</b>						<b>\$ 53,624,453</b>	<b>\$ 53,624,454</b>

**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Investments Held by Union Bank by Account</b>						
<i><b>03-1 Series 2015 - Mossdale Village Assessment District</b></i>						
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund		0.010%	10/18/05	On Demand	\$ -	\$ -
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund		0.010%	10/18/05	On Demand	\$ 240,656	\$ 240,656
<i><b>2000 North Harlan Improvement District 99-01</b></i>						
Money Market - Reserve Account		0.010%	7/12/00	On Demand	\$ 92,284	\$ 92,284
Money Market - Redemption Account		0.010%	7/12/00	On Demand	\$ 1	\$ 1
<i><b>2003-2A Lathrop CFD</b></i>						
Money Market- Interest Account		0.010%	12/12/03	On Demand	\$ 7	\$ 7
LAIF - Interest Account		0.257%	03/19/03	On Demand	\$ 719,202	\$ 719,202
<i><b>CDPH/CDWR - SRF Loan</b></i>						
Agreement Account		0.000%	12/22/10	On Demand	\$ 4,978	\$ 4,978
Agreement Account - Reserve Fund		0.000%	12/22/10	On Demand	\$ 599,310	\$ 599,310
<b>2013-1 Mossdale Village</b>						
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 10	\$ 10
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 947,936	\$ 947,936
<b>2013-1 Special Tax Bonds</b>						
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	\$ 1	\$ 1
2013-1 Mossdale Special Tax		0.000%	10/1/13	On Demand	\$ 263,114	\$ 263,114
<b>2015 Crossroads Series B</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	\$ 743,065	\$ 743,065
2015 Crossroads Series B - Improvements		0.000%	9/1/15	On Demand	\$ 2,951,346	\$ 2,951,346
2015 Crossroads Series B - COI Custodian Agreement		0.000%	9/1/15	On Demand	\$ -	\$ -
<b>Total Investments Held by Trustee - Union Bank</b>					<b>\$ 6,561,968</b>	<b>\$ 6,561,968</b>



**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Investments Held by BBVA Compass Bank by Account</b>						
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>						
Certificate of Deposit - Reserve Fund		0.230%	4/24/13	4/24/14	\$ 492,801	\$ 492,801
<b>Total Investments Held by Trustee -BBVA Compass Bank</b>					<b>\$ 492,801</b>	<b>\$ 492,801</b>
<b>Investments Held by UMB Bank by Account</b>						
<i>2006-1 Central Lathrop Phase I Infrastructure CFD</i>						
Special Tax Fund		0.000%	9/12/06	On Demand	\$ 295,315	\$ 295,315
Interest Fund		0.000%	9/12/06	On Demand	\$ 1	\$ 1
TTEE Fee & Comp Exp		0.002%	9/12/06	On Demand	\$ 86,283	\$ 86,283
Reserve Fund		0.000%	9/12/06	On Demand	\$ 0	\$ 0
Improvement Fund		0.000%	9/12/06	On Demand	\$ 51	\$ 51
<b>Total Investments Held by Trustee - UMB Bank</b>					<b>\$ 381,650</b>	<b>\$ 381,650</b>
<b>Investments Held by US Bank by Account</b>						
<i>2001A Crossroads Assessment District (Reassessment &amp; Refunding)</i>						
Money Market - Redemption Account		0.000%	12/3/01	On Demand	\$ -	\$ -
LAIF - Reserve Account		0.257%	12/3/01	On Demand	\$ -	\$ -
<b>Total Investments Held by Trustee - US Bank</b>					<b>\$ -</b>	<b>\$ -</b>
<b>Investments Held by San Joaquin County by Account</b>						
<i>Sanitary Sewer Assessment District #1</i>						
Pooled Funds - Redemption Account		0.260%	10/1/87	On Demand	\$ 274,557	\$ 274,557
<b>Total Investments Held by Trustee -San Joaquin County</b>					<b>\$ 274,557</b>	<b>\$ 274,557</b>

**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Investments Held by PFM Asset Management by Account</b>						
<i>PFM Asset Management</i>						
Money Market Fund		0.000%	5/28/15	05/28/15	\$ 21,995	\$ 21,995
US Treasury Notes	912828TC4	1.00%	12/1/16	6/30/19	\$ 1,019,677	\$ 1,019,677
US Treasury Notes	9128282K5	1.38%	7/31/17	7/31/19	\$ 296,731	\$ 296,731
US Treasury Notes	912828WW6	1.63%	7/31/14	7/31/19	\$ 645,125	\$ 645,125
US Treasury Notes	912828UL2	1.38%	1/31/13	1/31/20	\$ 408,483	\$ 408,483
US Treasury Notes	912828H52	1.25%	12/1/16	1/31/20	\$ 883,477	\$ 883,477
US Treasury Notes	912828H52	1.25%	2/2/15	1/31/20	\$ 1,766,954	\$ 1,766,954
US Treasury Notes	912828W22	1.38%	2/15/17	2/15/20	\$ 786,656	\$ 786,656
US Treasury Notes	912828J84	1.38%	3/31/15	3/31/20	\$ 1,178,344	\$ 1,178,344
US Treasury Notes	912828K58	1.38%	4/30/15	4/30/20	\$ 980,820	\$ 980,820
US Treasury Notes	912828XE5	1.50%	6/1/15	5/31/20	\$ 417,596	\$ 417,596
US Treasury Notes	912828XH8	1.63%	6/30/15	6/30/20	\$ 1,501,410	\$ 1,501,410
US Treasury Notes	912828XM7	1.63%	7/31/15	7/31/20	\$ 737,959	\$ 737,959
US Treasury Notes	912828L32	1.38%	8/31/15	8/31/20	\$ 1,025,964	\$ 1,025,964
US Treasury Notes	912828L99	1.38%	10/31/15	10/31/20	\$ 1,023,996	\$ 1,023,996
US Treasury Notes	912828M98	1.63%	11/30/15	11/30/20	\$ 588,422	\$ 588,422
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 796,552	\$ 796,552
US Treasury Notes	912828N48	1.75%	12/31/15	12/31/20	\$ 1,130,908	\$ 1,130,908
US Treasury Notes	912828N89	1.38%	1/31/16	1/31/21	\$ 486,114	\$ 486,114
US Treasury Notes	912828N89	1.38%	1/31/16	1/31/21	\$ 665,976	\$ 665,976
US Treasury Notes	912828C57	2.25%	3/31/14	3/31/21	\$ 472,922	\$ 472,922
US Treasury Notes	912828C57	2.25%	3/31/14	3/31/21	\$ 572,484	\$ 572,484

**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Federal Agency Bond/Note</b>						
FHLMC Reference Note	3137EAEA3	0.83%	4/7/16	4/9/18	\$ 74,985	\$ 74,985
FHLB Global Notes	3130A9AE1	0.88%	8/26/16	10/01/18	\$ 452,451	\$ 452,451
FHLMC Reference Note	3137EAED7	0.88%	9/16/16	10/12/18	\$ 646,381	\$ 646,381
FHLB Notes	3130AAE46	1.25%	12/7/16	01/16/19	\$ 551,259	\$ 551,259
FNMA Benchmark Note	3135G0J53	1.00%	2/19/16	2/26/19	\$ 494,760	\$ 494,760
FNMA Benchmark Note	3135G0J53	1.00%	4/28/16	2/26/19	\$ 2,948,770	\$ 2,948,770
FHLMC Notes	3137EACA5	3.75%	3/2/16	3/27/19	\$ 999,844	\$ 999,844
Freddie Mac Notes	3137EADZ9	1.13%	4/27/16	4/15/19	\$ 148,402	\$ 148,402
FHLB Global Notes	3130A8DB6	1.13%	6/2/16	6/21/19	\$ 345,532	\$ 345,532
FHLB Global Notes	3130A8DB6	1.13%	6/27/16	6/21/19	\$ 765,106	\$ 765,106
FHLB Global Notes	3130A8DB6	1.13%	6/3/16	6/21/19	\$ 1,011,914	\$ 1,011,914
FHLMC Reference Note	3137EAEB1	0.88%	7/20/16	7/19/19	\$ 280,105	\$ 280,105
FHLMC Reference Note	3137EAEB1	0.88%	10/3/16	7/19/19	\$ 884,543	\$ 884,543
FNMA Benchmark Note	3135G0N33	0.88%	8/2/16	08/02/19	\$ 883,814	\$ 883,814
FNMA Notes	3135G0P49	1.00%	9/2/16	08/28/19	\$ 1,514,448	\$ 1,514,448
FNMA Notes	3135G0T29	1.50%	2/28/17	2/28/20	\$ 295,472	\$ 295,472
FHLMC Agency Notes	3137EAEF2	1.38%	4/20/17	4/20/20	\$ 490,465	\$ 490,465
<b>Interest</b>						
Accrued Interest					\$ 77,050	\$ 77,050
<b>Total Investments Held by Trustee -PFM Asset Management</b>					<b>\$ 30,273,862</b>	<b>\$ 30,273,862</b>
<b>Total Investments Held by Trustees</b>					<b>\$ 37,984,837</b>	<b>\$ 37,984,837</b>

\* Investments made per CLSP Bond Indenture

**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Investments Held by Union Bank by Account</b>						
<i><b>03-1 Series 2015 - Mossdale Village Assessment District</b></i>						
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund		0.010%	10/18/05	On Demand	\$ -	\$ -
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund		0.010%	10/18/05	On Demand	\$ 240,656	\$ 240,656
<i><b>2000 North Harlan Improvement District 99-01</b></i>						
Money Market - Reserve Account		0.010%	7/12/00	On Demand	\$ 92,284	\$ 92,284
Money Market - Redemption Account		0.010%	7/12/00	On Demand	\$ 1	\$ 1
<i><b>2003-2A Lathrop CFD</b></i>						
Money Market- Interest Account		0.010%	12/12/03	On Demand	\$ 7	\$ 7
LAIF - Interest Account		0.257%	03/19/03	On Demand	\$ 719,202	\$ 719,202
<i><b>CDPH/CDWR - SRF Loan</b></i>						
Agreement Account		0.000%	12/22/10	On Demand	\$ 4,978	\$ 4,978
Agreement Account - Reserve Fund		0.000%	12/22/10	On Demand	\$ 599,310	\$ 599,310
<i><b>2013-1 Mossdale Village</b></i>						
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 10	\$ 10
2013-1 Refunding Improvement Bonds		0.000%	10/1/13	On Demand	\$ 947,936	\$ 947,936
<i><b>2013-1 Special Tax Bonds</b></i>						
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	\$ 1	\$ 1
2013-1 Mossdale Special Tax		0.000%	10/1/13	On Demand	\$ 263,114	\$ 263,114
<i><b>2015 Crossroads Series B</b></i>						
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	\$ 743,065	\$ 743,065
2015 Crossroads Series B - Improvements		0.000%	9/1/15	On Demand	\$ 2,951,346	\$ 2,951,346
2015 Crossroads Series B - COI Custodian Agreement		0.000%	9/1/15	On Demand	\$ -	\$ -
<b>Total Investments Held by Trustee - Union Bank</b>					<b>\$ 6,561,968</b>	<b>\$ 6,561,968</b>

**TABLE: 5**  
**CITY OF LATHROP**  
**Investments Held by Trustee Detail**  
**As of March 31, 2018**

Investment Description	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
<b>Investments Held by BBVA Compass Bank by Account</b>						
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>						
Certificate of Deposit - Reserve Fund		0.230%	4/24/13	4/24/14	\$ 492,801	\$ 492,801
<b>Total Investments Held by Trustee -BBVA Compass Bank</b>					<b>\$ 492,801</b>	<b>\$ 492,801</b>
<b>Investments Held by UMB Bank by Account</b>						
<i>2006-1 Central Lathrop Phase I Infrastructure CFD</i>						
Special Tax Fund		0.000%	9/12/06	On Demand	\$ 295,315	\$ 295,315
Interest Fund		0.000%	9/12/06	On Demand	\$ 1	\$ 1
TTEE Fee & Comp Exp		0.002%	9/12/06	On Demand	\$ 86,283	\$ 86,283
Reserve Fund		0.000%	9/12/06	On Demand	\$ 0	\$ 0
Improvement Fund		0.000%	9/12/06	On Demand	\$ 51	\$ 51
<b>Total Investments Held by Trustee - UMB Bank</b>					<b>\$ 381,650</b>	<b>\$ 381,650</b>
<b>Investments Held by US Bank by Account</b>						
<i>2001A Crossroads Assessment District (Reassessment &amp; Refunding)</i>						
Money Market - Redemption Account		0.000%	12/3/01	On Demand	\$ -	\$ -
LAIF - Reserve Account		0.257%	12/3/01	On Demand	\$ -	\$ -
<b>Total Investments Held by Trustee - US Bank</b>					<b>\$ -</b>	<b>\$ -</b>
<b>Investments Held by San Joaquin County by Account</b>						
<i>Sanitary Sewer Assessment District #1</i>						
Pooled Funds - Redemption Account		0.260%	10/1/87	On Demand	\$ 274,557	\$ 274,557
<b>Total Investments Held by Trustee -San Joaquin County</b>					<b>\$ 274,557</b>	<b>\$ 274,557</b>

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**ORDINANCE NO. 18-392**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING AN AMENDMENT TO LATHROP MUNICIPAL CODE, TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.24 "PARKING", SECTION 10.24.160 "VIOLATION – PENALTY" TO COMPLY WITH STATE ASSEMBLY BILL 503 AND ADOPT PAYMENT PLAN OPTIONS**

**WHEREAS**, State Assembly Bill 503 was approved by the Governor on October 13, 2017 to remove barriers that prevent Californians from registering their vehicles if they have been mailed a notice of delinquent parking penalties; and

**WHEREAS**, adding the cost of parking violations to the cost of registering a motor vehicle can prevent indigent Californians from being able to afford their registration fees; and

**WHEREAS**, AB 503 enables owners/lessees who are able to prove indigence to set up a payment plan without increased fines and allows owners/lessees to file an affidavit of non-use to prevent penalties exceeding 100 percent of the original registration fee; and

**WHEREAS**, the City Council believes it is sound public policy to remove barriers that prevent indigent persons with parking citation fines from registering their vehicles;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LATHROP DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1. Amendment.**

Chapter 10.24.160 of the LMC is hereby amended as follows:

**10.24.160 Violation—Penalty.**

Pursuant to California Vehicle Code Section 40203.5, the following parking penalties are established by ordinance or resolution by the city council:

- A. Lathrop Municipal Code: Chapter 10.24.
- B. California Vehicle Code: A violation of any California Vehicle Code section shall be punishable at the rate of fifty-five dollars (\$55.00) per violation unless otherwise specified. A violation of California Vehicle Code Section 22500(I) or California Vehicle Code Section 22507.8 shall be punishable at the rate of two-hundred eighty-five dollars (\$285.00) for each violation.
- C. Any person, firm, or corporation violating any of the provisions of Section 10.24.150 shall be deemed guilty of a misdemeanor, and upon conviction thereof; shall be punishable as provided in Section 1.16.010.

D. A violation of any other parking control or restriction not otherwise contained in this chapter shall be punishable at the rate of fifty-five dollars (\$55.00) per violation unless otherwise specified.

E. Two types of Payment Plans are available for payment of parking fines.

**Indigent Payment Plan**

If approved, a \$5.00 fee will be added to the citation and all late charges and penalty assessments excluding state surcharges will be waived, contingent upon providing proof of indigence. Community service is not offered as an option, in lieu of payment. Acceptable proof of indigence shall be one of the following:

**Supplementation of Social Security / State Supplementary Payment:**

Provide a copy of 2 most recent benefit check stubs or statements and certification from county Social Services office.

**CalWORKS / Tribal TANF:**

Provide a copy of Golden State Advantage Card (EBT)

**SNAP:**

Provide a copy of Golden State Advantage Card (EBT)

**County Relief / General Relief / General Assistance, CAPI:**

Provide a copy of County Service Office Verification

**IHSS and Medi-Cal:**

Provide a copy of Medi-cal Card

**Income 125% Federal Poverty Level (FPL):**

Provide a copy of last income tax forms, paystub and bank statement showing income.

**Non-Indigent Payment Plan**

If approved for a Non-Indigent Payment Plan, a \$25.00 fee will be added to the citation. Individuals seeking to place their parking citation on a payment plan, exclusive of indigence status are not required to submit supporting documentation. Community Service is not offered as an option, in lieu of payment. (Ord. 09-294 §§ 2, 3; Ord. 09-293 §§ 2, 3; Ord. 04-231 §§ 2, 3; Ord. 93-104 Ord. 18-\_\_\_)



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

**Section 3. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

**Section 4. Effective Date.** This Ordinance shall become effective on July 1, 2018.

**Section 5. Publication.** The City Clerk shall certify to the introduction of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

**THIS ORDINANCE** was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 9<sup>th</sup> day of April 2018, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 14<sup>th</sup> day of May 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **RATIFICATION OF THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL FINANCIAL PLAN**

**RECOMMENDATION:** **Adopt Resolution Ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for FY 2018/19**

---

**BACKGROUND:**

The San Joaquin Council of Governments' (SJCOG) Annual Financial Plan (AFP) for Fiscal Year 2018/2019 was adopted by their Board on March 22, 2018. The AFP provides a detail of expenditures by cost category and line item comparing the proposed 2018/2019 budgets with the current fiscal year's (FY 2017/18) adopted budget.

Every year, in anticipation of the new fiscal budget year, SJCOG provides a letter, resolution, and report requesting that each City ratify SJCOG's Annual Financial Plan for the upcoming fiscal year. Attached and referenced herein as Attachment B is the proposed Fiscal Year Budget for 2018/2019.

Similar requests from SJCOG have been submitted to participating Cities and ratified annually for the past 17 years.

**REASON FOR RECOMMENDATION:**

The SJCOG Joint Powers Agreement requires that the Annual Financial Plan be delivered to its jurisdictional member agencies for ratification. Therefore, staff recommends ratification of SJCOG's Annual Financial Plan for Fiscal Year 2018/2019.

**FISCAL IMPACT:**

No direct fiscal impact for the City of Lathrop. However, the SJCOG letter dated March 30, 2018, highlights the following significant changes to SJCOG's budget for FY 18/19 when compared to the prior FY 17/18:

- General Fund Operating Revenues increased by \$1,033,110;
- Budgeted Expenses are \$9,787,683;
- Benefits increased by 6.1%;
- Services and Supplies increased by 2.6%;
- Training & Travel increased by 3.9%;
- Professional Services increased by 21.8%; and
- Fixed Assets were reduced by \$150,000.

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
RATIFICATION OF SJCOG ANNUAL FINANCIAL PLAN FOR FY 18/19**


**ATTACHMENTS:**

- A. Resolution Ratifying the San Joaquin Council of Governments Annual Financial Plan for FY 2017/18
- B. Letter from SJCOG Dated March 30, 2018
- C. SJCOG Resolution R-18-33 Adopting the FY 2018/19 AFP


**APPROVALS:**

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

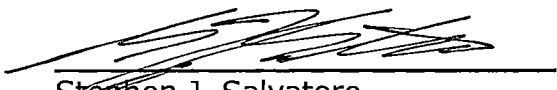
April 30, 2018  
\_\_\_\_\_  
Date

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

5/3/18  
\_\_\_\_\_  
Date

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

4-30-18  
\_\_\_\_\_  
Date

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

5-2-18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
RATIFYING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL  
FINANCIAL PLAN FOR FY 2018/2019**

**WHEREAS**, the San Joaquin Council of Governments' (SJCOG) Board approved the Annual Financial Plan for SJCOG on March 22, 2018; and

**WHEREAS**, the Annual Financial Plan provides a detail of expenditures by cost category and line item comparing the proposed 2018/19 budgets with the current fiscal year's (FY 2017/18) adopted budget; and

**WHEREAS**, every year, in anticipation of the new fiscal budget year, SJCOG provides a letter, resolution, and report from SJCOG requesting that each City ratify their Annual Financial Plan for upcoming Fiscal Year; and

**WHEREAS**, the SJCOG Joint Powers Agreement requires that the Financial Plan be delivered to its member agencies for ratification;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop hereby ratifies the FY 2018/19 Annual financial Plan for the San Joaquin Council of Governments.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of May 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**SAN JOAQUIN COUNCIL OF GOVERNMENTS**

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjco.org

March 30, 2018

**ATTACHMENT B**

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

*Katherine Miller*

CHAIR

*Robert Rickman*

VICE CHAIR

*Andrew T. Chesley*

EXECUTIVE DIRECTOR

*Member Agencies*

CITIES OF

ESCALON,

LATHROP,

LODI,

MANTECA,

RIPON,

STOCKTON,

TRACY,

AND

THE COUNTY OF SAN  
JOAQUIN

Dear Mr. Stephen Salvatore:

Enclosed is a summary of the San Joaquin Council of Governments' Annual Financial Plan (AFP) for Fiscal Year 2018/19. The Board adopted the Plan on March 22, 2018. A copy of the adopting resolution is enclosed. Pursuant to SJCOG's Joint Powers Agreement, following adoption of the budget by the SJCOG Board, it is to be delivered to member agencies for ratification by each governing body. Approval by governing bodies representing 55% or more of the county's population is considered ratification.

Therefore, SJCOG requests you place SJCOG's Annual Financial Plan for Fiscal Year 2018/19 on a forthcoming agenda prior to June 30, 2018 for approval.

The Annual Financial Plan implements the FY 2018/19 Overall Work Program (OWP) that was also adopted by the SJCOG Board on March 22, 2016.

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed FY 2018/19 budgets with the current year (FY 2017/18) adopted budget, as most recently amended along with FY 2016/17 actual expenditures. The Annual Financial Plan represents the general fund budget for SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP) presented in a traditional line item format compared to the work element format of the OWP.

The attached includes a summary of revenues and expenditures in the AFP and schedules detailing each of those categories (Revenues, Service and Supplies, Transportation, training and travel, Professional Services and Pass through).

Readers should note several differences between SJCOG and member agency's budgets:

- SJCOG revenue sources are quite different from our member agencies. For example, Federal Highways Administration (FHWA) PL and Federal Transit Administration (FTA) 5303 funds are only available to Metropolitan Planning Organizations.
- SJCOG employs staff on an at-will basis vis-à-vis civil service and has its own employee handbook and policies.
- SJCOG has its own Financial and Accounting Policy guiding our financial matters including procurement procedures.
- As noted below, SJCOG offers a defined contribution retirement plan to its SJCOG has no CalPERS or post employments benefit obligations except limited sick leave

conversion as noted.

The following assumptions are incorporated in the budget:

1. Work will not begin and expenses will not be incurred unless anticipated revenue sources are secured.
2. SJCOG is fully staffed at 33 employees. The budget includes a 5% pool that can be drawn upon by the Executive Director for merit-based increases. The full impact of that pool is incorporated into the salary driven benefits (retirement, Medicare, disability).
3. SJCOG has no significant liability exposure for post-employment benefits.
  - a. The employee retirement program is a defined contribution program managed by the International City Managers Association Retirement Program.
  - b. SJCOG employee vacation accruals are capped at two times the individual's annual leave.
  - c. Upon retirement (50 years of age/20 years of SJCOG employment), an employee can convert accrued sick leave hours to pay for health care premiums until their sick leave account is exhausted and is based upon the employee's salary at retirement. There is no inflation factor in post-retirement years. Payout is limited to a maximum of one year's value of documented premium costs per year.

## REVENUES

Compared to the current year amended AFP, SJCOG general fund operating revenues have increased \$1,033,110 from \$8,754,573 to \$9,787,683 or 10.6% higher. Budgeted expenditures are \$9,787,683. Overall, federal funding for general fund activities is higher than FY 2017/18 due to RSTP carrying over from FY 17/18, slight increases in FHWA planning funds (PL) and FTA MPO planning funds (5303). In addition, \$100,000 of previous year's FTA funds is being programmed. SJCOG receives the PL and 5303 allocation estimates in a range. We are budgeting on the low side of the range. The high end of the range could raise those two sources by \$60,000. This will not be determined until Caltrans receives the final apportionment and obligation authority from US DOT.

State funding sources are \$467,303 higher or 31.35% primarily due to an allocation of SB1 funding for both FY 17/18 and FY 18/19 and additional Freeway Service Patrol funding. In addition, SJCOG received a Rural Planning Assistance allocation in the amount of \$80,000. These funds will be spent by CALCOG. Local revenues are higher by \$155,433 or 3.74% due to increased sales tax-based revenues.

## EXPENDITURES

**Salaries and Benefits** are proposed to increase by 6.1% \$4,135,664 to \$4,418,039, when compared to FY 17/18 levels. The primary reason for the increase is due to an increase in medical and dental premiums. The budget includes a 5% pool for merit-based raises. The salary-driven benefits adjust accordingly.

**Services and Supplies** is proposed to be increase slightly by 2.6% \$1,177,200 to \$1,208,700 due to increase in building maintenance and utilities and communication expenses. There is a reclassification of \$75,000 between Rents & Leases – Equipment and SJCOG Building Debt Service Principal and Interest, however, the net change is zero.

**Transportation, travel and training** is proposed to increase slightly by 3.9% \$4,500. This includes all in and out-of-state travel, subsistence, training and rideshare incentive.

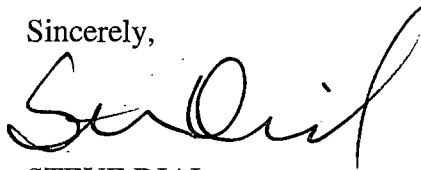
**Professional Services** is increasing 21.8% from \$3,121,209 to \$3,990,444 reflecting the increase in Route 99/120 PA & ED anticipated consulting work in the OWP. Approximately 1/3 of this budget category pays for Route 99/120 PA & ED consulting work. In addition, this is the category funding the CALCOG expenses.

**Fixed Assets** reduction of \$150,000 marks the completion/installation of the ERP Accounting System implementation.

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to June 30, 2018** Please let me know when this will be on your agenda. If you have any questions regarding this matter, don't hesitate to contact me at 235-0600.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Dial", written in a cursive style.

STEVE DIAL

Deputy Executive Director/Chief Financial Officer





## RESOLUTION SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-18-33

### RESOLUTION APPROVING THE ADOPTION OF THE 2018-19 ANNUAL FINANCIAL PLAN FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

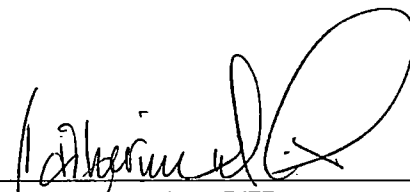
NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2018-19 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 22nd day of March 2018 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Jesus Andrade, City of Stockton; Steve DeBrum, City of Manteca; Steve Dresser, City of Lathrop; Bob Elliot, San Joaquin County; Elbert Holman, City of Stockton; Doug Kuehne, City of Lodi; Susan Loftus, City of Stockton; Kathy Miller, San Joaquin County; Walt Murken, City of Escalon; Chuck Winn, San Joaquin County; and Leo Zuber, City of Ripon.

NOES:

ABSENT: Robert Rickman, City of Tracy.

  
\_\_\_\_\_  
KATHERINE MILLER  
Chair



**San Joaquin Council of Governments  
ANNUAL FINANCIAL PLAN  
Fiscal Year 2018/2019**

**Adopted March 22, 2018**

**CHAIR**

Supervisor Katherine Miller, County of San Joaquin

**VICE-CHAIR**

Mayor Robert Rickman, City of Tracy

**BOARD OF DIRECTORS**

Mayor Jeff Laugero  
Councilmember Doug Kuehne  
Councilmember Leo Zuber  
Councilmember Steve Dresser  
Councilmember Jesus Andrade  
Supervisor Bob Elliott  
Supervisor Chuck Winn  
Vice Mayor Elbert Holman  
Councilmember Susan Loftus  
Mayor Stephen DeBrum

City of Escalon  
City of Lodi  
City of Ripon  
City of Lathrop  
City of Stockton  
County of San Joaquin  
County of San Joaquin  
City of Stockton  
City of Stockton  
City of Manteca

**EX OFFICIO DIRECTORS**

Ken Baxter  
Gary Giovanetti, Director  
Victor Mow, Commissioner

Caltrans District 10  
San Joaquin Regional Transit District  
Port of Stockton

**SUBMITTED BY:**

Andrew T. Chesley  
Executive Director

Steve Dial  
Deputy Executive Director/  
Chief Financial Officer

**San Joaquin Council of Governments  
ANNUAL FINANCIAL PLAN  
Fiscal Year 2018/19  
Adopted March 22, 2018**

	FY 2016-17	FY 2017-18	FY 2018-19	+/-	+/-
REVENUES	Actual	Amd #2	Adopted 3/22/18	Change	% Change
Federal Grants	\$ 2,685,619	\$ 3,709,166	\$ 4,119,540	\$ 410,374	9.96%
State Grants	\$ 692,611	\$ 1,023,492	\$ 1,490,795	\$ 467,303	31.35%
Local	\$ 3,703,696	\$ 4,001,915	\$ 4,157,348	\$ 155,433	3.74%
Interest	\$ 9,408	\$ 5,000	\$ 5,000	\$ -	0.00%
Other	\$ 54,024	\$ 15,000	\$ 15,000	\$ -	0.00%
<b>SJCOG OPERATING REVENUES</b>	<b>\$ 7,145,358</b>	<b>\$ 8,754,573</b>	<b>\$ 9,787,683</b>	<b>\$ 1,033,110</b>	<b>10.6%</b>
<b>EXPENDITURES</b>					
Salaries & Benefits	\$ 3,740,424	\$ 4,135,664	\$ 4,406,539	\$ 270,875	6.1%
Services & Supplies	\$ 1,020,985	\$ 1,177,200	\$ 1,208,700	\$ 31,500	2.6%
				\$ -	
Office Expense	\$ 232,487	\$ 256,200	\$ 256,200	\$ -	0.0%
Communications	\$ 64,516	\$ 56,000	\$ 66,000	\$ 10,000	15.2%
Memberships	\$ 47,853	\$ 56,000	\$ 56,000	\$ -	0.0%
Maintenance - Equipment	\$ 6,185	\$ 13,000	\$ 13,000	\$ -	0.0%
Rents & Leases - Equipment	\$ 140,574	\$ 300,000	\$ 225,000	\$ (75,000)	-33.3%
Transportation, Travel & Training (In & Out of State)	\$ 112,090	\$ 110,000	\$ 114,500	\$ 4,500	3.9%
Publications & Legal Notices	\$ 9,172	\$ 3,000	\$ 10,000	\$ 7,000	70.0%
Insurance	\$ 98,108	\$ 108,000	\$ 108,000	\$ -	0.0%
Building Operations & Maintenance	\$ 177,727	\$ 175,000	\$ 185,000	\$ 10,000	5.4%
SJCOG Building Debt Service Principal and Interest	\$ 132,273	\$ 100,000	\$ 175,000	\$ 75,000	42.9%
				\$ -	
Professional Services	\$ 2,324,517	\$ 3,121,209	\$ 3,976,944	\$ 855,736	21.5%
				\$ -	
Capital Outlay	\$ 124,482	\$ 320,500	\$ 195,500	\$ (125,000)	-63.9%
Unallocated/Reserve					
<b>SJCOG OPERATING EXPENDITURES</b>	<b>\$ 7,210,408</b>	<b>\$ 8,754,573</b>	<b>\$ 9,787,683</b>	<b>\$ 1,033,110</b>	<b>10.6%</b>

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**CITY MANAGER’S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **BAY ALARM COMPANY SECURITY, FIRE ALARM, ACCESS CONTROL, AND EQUIPMENT INSTALLATION AND MAINTENANCE SERVICES AGREEMENT**

**RECOMMENDATION:** **Adopt a Resolution Authorizing an Agreement with Bay Alarm Company for Security, Fire Alarm, Access Control, and Equipment Installation and Maintenance Services**

**SUMMARY:**

The City uses Bay Alarm Company for security, fire alarm, and access control services at numerous City facilities. The current Bay Alarm Company agreement will expire at the end of June 2018 and continued services are necessary to safeguard city facilities. Obtaining additional quotes for similar services would require new equipment installation, which would result in a substantially higher cost to the City. Therefore, staff has negotiated new rates with Bay Alarm as shown on Table 1.

Table 1

<b>Term</b>	<b>Projected Annual Cost</b>	<b>Proposed Annual Cost</b>	<b>Add On Facility – RI Pumping Station</b>	<b>Total Proposed Contract Cost</b>
1 <sup>st</sup> Year - FY18/19	\$71,349	\$68,495		\$68,495
2 <sup>nd</sup> Year - FY19/20	\$71,349	\$65,070	\$22,800*	\$87,870
3 <sup>rd</sup> Year - FY20/21	\$71,349	\$61,166	\$ 7,896	\$69,062
4 <sup>th</sup> Year - FY21/22	\$71,349	\$56,884	\$ 7,344	\$64,228

\*includes one-time equipment installation fee of \$14,400

Bay Alarm’s proposal encompasses a 4-year term agreement with a potential cost savings of up to 20% for existing services.

Tonight staff is recommending that the City Council approve the 4-year agreement with Bay Alarm Company to provide security, fire alarm, and access control services for City facilities along with equipment installation and new monitoring services at the River Islands Pumping Station in 2019.

**BACKGROUND:**

Bay Alarm Company has provided security, fire alarm, and access control services at numerous City facilities for over twenty years. On January 24, 2011, City Council approved an agreement with Bay Alarm Company to provide equipment and services at City facilities for a term of five years. Subsequently, Contract Amendments No’s 1-5 added services for the City’s Corporation Yard, the Louise Avenue Water Treatment Facility, Senior Center, Police Services Facility, Generations Center,

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
BAY ALARM COMPANY AGREEMENT**

and M3 Sub Station. The current 3-year agreement with Bay Alarm Company, approved by the City Council on August 17, 2015, will expire at the end of June, 2018. Continued, and new, security, fire alarm, and access control services are necessary to safeguard City facilities.

Staff has negotiated new rates for continued and new services, which are shown on Table 2 below.

Table 2

<b>Site</b>	<b>Current Annual Fee</b>	<b>1<sup>st</sup> Year Annual Fee</b>	<b>2<sup>nd</sup> Year Annual Fee</b>	<b>3<sup>rd</sup> Year Annual Fee</b>	<b>4<sup>th</sup> Year Annual Fee</b>
Booster Station 1	2,263	2,173	2,064	1,940	1,804
Booster Station 2	3,867	3,712	3,527	3,315	3,083
Booster Station 3	3,670	3,524	3,347	3,146	2,926
Booster Station 4	3,936	3,779	3,590	3,374	3,138
City Hall	6,150	5,904	5,609	5,272	4,903
Community Center	5,756	5,526	5,250	4,935	4,589
Corporation Yard	10,007	9,607	9,127	8,579	7,978
Generations Center	5,904	5,668	5,384	5,061	4,707
Police Facility	1,358	1,304	1,238	1,164	1,083
Senior Center	935	897	853	801	745
Treatment Center (Christopher Way)	7,477	7,178	6,819	6,410	5,961
Well 6	2,421	2,324	2,208	2,075	1,930
Well 7	2,598	2,494	2,369	2,227	2,071
Well 8	2,765	2,654	2,522	2,370	2,204
Well 9	3,306	3,174	3,015	2,834	2,636
Well 10	3,503	3,363	3,195	3,003	2,793
Well 21	4,674	4,487	4,263	4,007	3,726
Stonebridge	758	727	691	650	604
RI Pumping Station	0	0	8,400	7,896	7,344
One time Equipment Installation Fees			\$14,400		
<b>Annual Fees</b>	<b>\$71,349</b>	<b>\$68,495</b>	<b>\$87,870</b>	<b>\$69,062</b>	<b>\$64,228</b>

**REASON FOR RECOMMENDATION:**

The current Bay Alarm Company security, fire alarm, and access control services agreement will expire at the end of June 2018 and continued, and new, services is necessary to safeguard City facilities. Staff has negotiated new rates for up to a 4-year term agreement with Bay Alarm Company. Staff recommends Council approve the attached 4-year term agreement with Bay Alarm Company, which will decrease the City's annual expense for the security, fire alarm, and access control services up to 20.27% for its existing services, and approves new services and equipment installation at the River Islands Pumping Station at the end of calendar year 2019.

**FISCAL IMPACT:**

Security services fees are included in the FY 2018/19 budget. Approval of the Bay Alarm Company Agreement will result in a cost savings to the City.

**CITY COUNCIL GOALS:**

This proposed action promotes "A feeling of Safety," by ensuring security services for City facilities.

**ATTACHMENTS:**

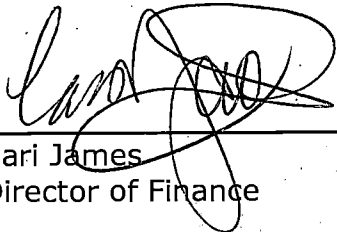
- A. Resolution Authorizing an Agreement with Bay Alarm Company for Security, Fire Alarm, Access Control, and Equipment Installation and Maintenance Services.
- B. Agreement with Bay Alarm Company for Security, Fire Alarm, Access Control, and Equipment Installation and Maintenance Services

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
BAY ALARM COMPANY AGREEMENT**

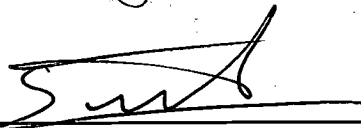
**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Technologies Manager


4-26-18  
\_\_\_\_\_  
Date

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

5/1/18  
\_\_\_\_\_  
Date

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

4-26-18  
\_\_\_\_\_  
Date

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

5-2-18  
\_\_\_\_\_  
Date



**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
AUTHORIZING AGREEMENT WITH BAY ALARM COMPANY FOR SECURITY,  
FIRE ALARM, ACCESS CONTROL, AND EQUIPMENT INSTALLATION AND  
MAINTENANCE SERVICES**

**WHEREAS**, on January 24, 2011, City Council approved an agreement with Bay Alarm to provide Security Alarm Equipment and Services to safeguard the City's facilities for a term of five years; and

**WHEREAS**, contract amendments numbers 1- 5 were subsequently approved which added security services at additional City facilities; and

**WHEREAS**, on August 17, 2015, City Council approved a 3-year agreement with Bay Alarm which expires on June 30, 2018 and continued, and new, services are necessary; and

**WHEREAS**, Obtaining additional quotes for similar services would require new equipment installation, which would result in a substantially higher cost to the City; and

**WHEREAS**, Staff has negotiated lower service rates, for up to a 4-year term agreement, for its existing facilities, along with equipment installation and new monitoring service at the River Islands Pumping Station; and

**WHEREAS**, the 4-year term agreement with Bay Alarm reflects a cost savings of up to 20.27% for existing services; and

**WHEREAS**, security system services are included in the fiscal year 2018-19 budget; and

**WHEREAS**, staff requests City Council to approve a 4-year term agreement with Bay Alarm Company which decreases the annual expense for security, fire alarm, and access control system up to 20.27% on the fourth year compared to current rates for existing service and adds new services and equipment at the River Islands Pumping Station in 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby authorize a 4-year term agreement with Bay alarm Company for security, fire alarm, access control systems, and equipment installation and maintenance services for an annual cost not to exceed \$68,495 the first year, \$87,870 the second year (\$73,470 for system services and \$14,400 for equipment installation), \$69,062 the third year, and \$64,228 the fourth year.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May, 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

**AGREEMENT FOR SECURITY, FIRE ALARM, ACCESS CONTROL,  
AND EQUIPMENT INSTALLATION AND MAINTENANCE SERVICES  
BETWEEN THE CITY OF LATHROP AND BAY ALARM COMPANY**

**THIS AGREEMENT**, dated for convenience this 14th day of **May**, 2018 is by and between **Bay Alarm Company** ("CONTRACTOR") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONTRACTOR is specially trained, experienced, and competent to perform **Security Systems** Services, which will be required by this agreement;

**WHEREAS**, CITY selected the CONTRACTOR as the most qualified to perform these services;

**WHEREAS**, CONTRACTOR is willing to render such **security, fire alarm, access control and equipment installation and maintenance** services, as hereinafter defined, on the following terms and conditions; and

**NOW, THEREFORE**, CONTRACTOR and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CONTRACTOR agrees to perform services in conformance with scope of work, Exhibit A, submitted by the CONTRACTOR, herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

**(2) Compensation**

CITY hereby agrees to pay CONTRACTOR a total not to exceed amount of \$68,495 for the first year, \$87,870 for the second year (includes \$73,470 for security services and \$14,400 for equipment installation), \$69,062 for the third year, and \$64,228 for the fourth year for the services incorporated herein by reference, notwithstanding any contrary indications, which may be contained in Exhibit "A". CONTRACTOR shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless CITY's City Manager executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

**(3) Effective Date and Term**

The effective date of this Agreement is **July 1st, 2018**, and it shall terminate no later than **June 30, 2022** provided, CONTRACTOR shall be given thirty (30) days' written notice of CITY's intention to renew or not to renew this agreement.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONTRACTOR, 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. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

**(5) Billings**

CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

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

**(7) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S City Manager.

**(8) Assignment of Personnel**

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person

assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Bill Metzinger**, CONTRACTOR shall not replace its Authorized Representatives without the prior written approval by the CITY.

**(9) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, 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. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR 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. CONTRACTOR shall, at CONTRACTOR'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 CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, 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. CONTRACTOR, at CONTRACTOR'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.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insider's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
  - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
  - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) 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, CONTRACTOR shall provide written notice to CITY at

CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.

- (d) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR 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 CONTRACTOR'S breach.

**(10) Indemnification - CONTRACTOR'S Responsibility**

Notwithstanding anything contrary to anything contained in the Agreement contractor (Bay Alarm) agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by Bay Alarm hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of Contractor causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of Contractor, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold Contractor harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by Bay Alarm hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of Contractor causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance

personnel of Contractor, constituting intentional and willful misconduct.. For any third party losses where Bay Alarm's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, Bay Alarm has the duty to defend as set forth in Section 2778 of the California Civil Code.

**(11) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

**(14) Funding**

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

**(15) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two



CITY OF LATHROP –  
BAY ALARM COMPANY AGREEMENT

(2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to: City of Lathrop  
Information Technologies  
390 Towne Centre  
Lathrop, CA 95330

MAIN: (209) 941-7340  
FAX: (209) 941-7439

To CONTRACTOR:

**BAY ALARM COMPANY**  
**3819 Duck Creek Drive**  
**Stockton CA 95215**

Phone: (209) 465-1986  
Fax: (209) 943-6083

(16) **Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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.

CITY OF LATHROP –  
BAY ALARM COMPANY AGREEMENT

- (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, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any 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 CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Notice to Proceed**

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

CITY OF LATHROP –  
BAY ALARM COMPANY AGREEMENT

**(18) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR 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 as to Form:

City of Lathrop - City Attorney

  
\_\_\_\_\_  
Salvatore Navarrete Date 4-26-18

Recommended for Approval:

City of Lathrop  
Finance Director

\_\_\_\_\_  
Cari James Date

Accepted By:


City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen Salvatore Date  
City Manager

CONTRACTOR:

**Bay Alarm Company**  
**3819 Duck Creek Drive**  
**Stockton CA 95215**

Fed ID # 68-0462287  
Business License # 40237

  
\_\_\_\_\_  
Signature Date 6/26/2018

MICHAEL KUMBICKI, CORPORATE COUNSEL  
(Print Name and Title)

Acct#	Fee Description	Service Address	Site Name	Monthly	Annual Cost	Current Site Total	Total Annual Cost 1 Year Contract	Total Annual Cost 2 Year Contract	Total Annual Cost 3 Year Contract	Total Annual Cost 4 Year Contract
2575042	Bayguard	2112 E Louise Ave	Barn	\$ 82.00	\$ 984.00	\$ 1,692.48	\$ 1,624.78	\$ 1,543.54	\$ 1,450.93	\$ 1,349.36
2599042	Bayguard	2112 E Louise Ave	Corp Yard Parking Area	\$ 59.04	\$ 708.48					
1615142	Closed Circuit TV	802 J St	Booster 01	\$ 102.50	\$ 1,230.00	\$ 2,263.20	\$ 2,172.67	\$ 2,064.04	\$ 1,940.20	\$ 1,804.38
2200042	Bayguard	802 J St	Booster 01	\$ 86.10	\$ 1,033.20					
1615242	Closed Circuit TV	18300 Howland Dr	Booster 02	\$ 102.50	\$ 1,230.00	\$ 2,263.20	\$ 2,172.67	\$ 2,064.04	\$ 1,940.20	\$ 1,804.38
2200242	Bayguard	18300 Howland Dr	Booster 02	\$ 86.10	\$ 1,033.20					
1615042	Closed Circuit TV	13711 Tracywood Ave	Booster 03	\$ 102.50	\$ 1,230.00	\$ 2,263.20	\$ 2,172.67	\$ 2,064.04	\$ 1,940.20	\$ 1,804.38
2202542	Bayguard	13711 Tracywood Ave	Booster 03	\$ 86.10	\$ 1,033.20					
2190742	Monitoring Fee Burglar	18101 S Manthey Rd	Booster 04	\$ 57.40	\$ 688.80	\$ 3,493.20	\$ 3,353.47	\$ 3,185.80	\$ 2,994.65	\$ 2,785.02
2190842	Closed Circuit TV	18101 S Manthey Rd	Booster 04	\$ 147.60	\$ 1,771.20					
2203142	Bayguard	18101 S Manthey Rd	Booster 04	\$ 86.10	\$ 1,033.20					
2408642	Access Control	390 Towne Center	City Hall	\$ 397.70	\$ 4,772.40	\$ 5,658.12	\$ 5,431.80	\$ 5,160.21	\$ 4,850.59	\$ 4,511.05
2409142	Monitoring Fee Burglar	390 Towne Center	City Hall	\$ 65.60	\$ 787.20					
2409142	Temperature Monitoring	390 Towne Center	City Hall	\$ 8.21	\$ 98.52					
2408042	Access Control	15557 5th St	Community Center	\$ 159.90	\$ 1,918.80	\$ 3,050.40	\$ 2,928.38	\$ 2,781.96	\$ 2,615.05	\$ 2,431.99
2408142	Monitoring Fee Burglar	15557 5th St	Community Center	\$ 94.30	\$ 1,131.60					
2201642	Access Control	2112 E Louise Ave	Corp Yard	\$ 282.90	\$ 3,394.80	\$ 7,134.12	\$ 6,848.76	\$ 6,506.32	\$ 6,115.94	\$ 5,687.82
2201742	Monitoring Fee Burglar	2112 E Louise Ave	Corp Yard	\$ 188.60	\$ 2,263.20					
2201742	Temperature Monitoring	2112 E Louise Ave	Corp Yard	\$ 8.21	\$ 98.52					
2351342	Bayguard	2112 E Louise Ave	Corp Yard	\$ 114.80	\$ 1,377.60					
2540742	Monitoring Fee Burglar	450 Spartan Way	Generation Center	\$ 112.34	\$ 1,348.08	\$ 4,280.40	\$ 4,109.18	\$ 3,903.72	\$ 3,669.50	\$ 3,412.64
2541042	Access Control	450 Spartan Way	Generation Center	\$ 244.36	\$ 2,932.32					
2434042	Monitoring Fee Burglar	15597 7th St	Police Dept	\$ 51.66	\$ 619.92	\$ 1,357.92	\$ 1,303.60	\$ 1,238.42	\$ 1,164.12	\$ 1,082.63
2434242	Access Control	15597 7th St	Police Dept	\$ 81.50	\$ 738.00					
2409342	Monitoring Fee Burglar	15707 5th St	Senior Center	\$ 41.00	\$ 492.00	\$ 492.00	\$ 472.32	\$ 448.70	\$ 421.78	\$ 392.26
2422342	Access Control	15707 5th St	Senior Center		\$ -					
2573742	Bayguard	13480 Slate St	Stonebridge	\$ 63.14	\$ 757.68	\$ 757.68	\$ 727.37	\$ 691.00	\$ 649.54	\$ 604.08
2943842	Monitoring Fee Burglar	18800 Christopher Way	New Water Treatment/Admin Facility	\$ 125.00	\$ 1,500.00	\$ 3,600.00	\$ 3,456.00	\$ 3,283.20	\$ 3,086.21	\$ 2,870.17
2944442	Access Control	18800 Christopher Way	Water Treatment Facility New Admin	\$ 175.00	\$ 2,100.00					
2573642	Bayguard	18800 Christopher Way	Violat - Treatment Center	\$ 123.00	\$ 1,476.00	\$ 2,971.68	\$ 2,852.81	\$ 2,710.17	\$ 2,547.56	\$ 2,369.23
2575342	Bayguard	18800 Christopher Way	Violat - Treatment Center	\$ 124.64	\$ 1,495.68					
1502442	Closed Circuit TV	2001 Park St	Well 06	\$ 73.80	\$ 885.60	\$ 2,420.64	\$ 2,323.81	\$ 2,207.62	\$ 2,075.17	\$ 1,929.90
1507442	Monitoring Fee Burglar	2001 Park St	Well 06	\$ 41.82	\$ 501.84					
2200742	Bayguard	2001 Park St	Well 06	\$ 86.10	\$ 1,033.20					

<u>Acct#</u>	<u>Fee Description</u>	<u>Service Address</u>	<u>Site Name</u>	<u>Monthly</u>	<u>Annual Cost</u>	<u>Current Site Total</u>	<u>Total Annual Cost 1 Year Contract</u>	<u>Total Annual Cost 2 Year Contract</u>	<u>Total Annual Cost 3 Year Contract</u>	<u>Total Annual Cost 4 Year Contract</u>
222242	Monitoring Fee Burglar	15800 S 5Th St	Well 07	\$ 27.88	\$ 334.56	\$ 2,597.76	\$ 2,493.85	\$ 2,369.16	\$ 2,227.01	\$ 2,071.12
1496842	Closed Circuit TV	15800 S 5Th St	Well 07	\$ 102.50	\$ 1,230.00					
2208442	Bayguard	15800 S 5Th St	Well 07	\$ 86.10	\$ 1,033.20					
1501942	Closed Circuit TV	2450 Louise Ave	Well 08	\$ 102.50	\$ 1,230.00	\$ 2,765.04	\$ 2,654.44	\$ 2,521.72	\$ 2,370.41	\$ 2,204.48
1507242	Monitoring Fee Burg	2450 Louise Ave	Well 08	\$ 41.82	\$ 501.84					
2201542	Bayguard	2450 Louise Ave	Well 08	\$ 86.10	\$ 1,033.20					
1502842	Closed Circuit TV	2625 Yosemite Ave	Well 09	\$ 102.50	\$ 1,230.00	\$ 2,883.20	\$ 2,748.67	\$ 2,611.24	\$ 2,454.56	\$ 2,282.74
1507542	Monitoring Fee Burglar	2625 Yosemite Ave	Well 09	\$ 50.00	\$ 600.00					
2202442	Bayguard	2625 Yosemite Ave	Well 09	\$ 86.10	\$ 1,033.20					
1945642	Closed Circuit TV	17400 Shideler PKWY	Well 10	\$ 102.50	\$ 1,230.00	\$ 2,863.20	\$ 2,748.67	\$ 2,611.24	\$ 2,454.56	\$ 2,282.74
1946742	Monitoring Fee Burglar	17400 Shideler PKWY	Well 10	\$ 50.00	\$ 600.00					
2203042	Bayguard	17400 Shideler PKWY	Well 10	\$ 86.10	\$ 1,033.20					
1431942	Monitoring Fee Burglar	18401 McKinley	Well 21	\$ 65.60	\$ 787.20	\$ 3,050.40	\$ 2,928.38	\$ 2,781.96	\$ 2,615.05	\$ 2,431.99
1503842	Closed Circuit TV	18401 McKinley	Well 21	\$ 102.50	\$ 1,230.00					
2202942	Bayguard	18401 McKinley	Well 21	\$ 86.10	\$ 1,033.20					
	Access Control	9050 Steward Dr	River Islands Pumping Station	\$ 250.00	\$ 3,000.00	N/A	N/A	\$ 8,400.00	\$ 7,896.00	\$ 7,343.28
	Bayguard	9050 Steward Dr	River Islands Pumping Station	\$ 450.00	\$ 5,400.00					
<b>Total Annual Cost:</b>						<b>\$ 57,837.84</b>	<b>\$ 55,524.33</b>	<b>\$ 61,148.11</b>	<b>\$ 57,479.22</b>	<b>\$ 53,455.68</b>

Acct#	Fee Description	Service Address	Site Name	Annual Cost		Site Total	Total Annual Cost	Total Annual Cost	Total Annual Cost	Total Annual Cost
							1 Year Contract	2 Year Contract	3 Year Contract	4 Year Contract
1111442	Monitoring Fee Fire	18300 Howland Dr	Booster 02	\$ 76.26	\$ 915.12	\$ 1,603.92	\$ 1,539.76	\$ 1,462.78	\$ 1,375.01	\$ 1,278.76
1111442	Sprinkler Inspection Services	18300 Howland Dr	Booster 02	\$	-					
61783014	Monitoring Fee Fire	18300 Howland Dr	Booster 02	\$ 57.40	\$ 688.80					
791242	Monitoring Fee Fire	13711 Tracywood Ave	Booster 03	\$ 117.26	\$ 1,407.12	\$ 1,407.12	\$ 1,350.84	\$ 1,283.29	\$ 1,206.30	\$ 1,121.86
791242	Sprinkler Inspection Services	13711 Tracywood Ave	Booster 03	\$	-					
2190542	Monitoring Fee Fire	18101 S Manthey Rd	Booster 04	\$ 36.90	\$ 442.80	\$ 442.80	\$ 425.09	\$ 403.83	\$ 379.60	\$ 353.03
2190542	Sprinkler Inspection Services	18101 S Manthey Rd	Booster 04	\$	-					
2408742	Monitoring Fee Fire	390 Towne Center	City Hall	\$ 41.00	\$ 492.00	\$ 492.00	\$ 472.32	\$ 448.70	\$ 421.78	\$ 392.26
2408742	Sprinkler Inspection Services	390 Towne Center	City Hall	\$	-					
2405242	Monitoring Fee Fire	15557 5th St	Community Center	\$ 225.50	\$ 2,706.00	\$ 2,706.00	\$ 2,597.76	\$ 2,467.87	\$ 2,319.80	\$ 2,157.41
2405242	Sprinkler Inspection Services	15557 5th St	Community Center	\$	-					
2201942	Monitoring Fee Fire	2112 E Louise Ave	Corp Yard	\$ 53.30	\$ 639.60	\$ 1,180.80	\$ 1,133.57	\$ 1,076.89	\$ 1,012.28	\$ 941.42
2201942	Sprinkler Inspection Services	2112 E Louise Ave	Corp Yard	\$ 45.10	\$ 541.20					
2541242	Monitoring Fee Fire	450 Spartan Way	Generation Center	\$ 135.30	\$ 1,623.60	\$ 1,623.60	\$ 1,558.66	\$ 1,480.72	\$ 1,391.88	\$ 1,294.45
2541242	Sprinkler Inspection Services	450 Spartan Way	Generation Center	\$	-					
2409242	Monitoring Fee Fire	15707 5th St	Senior Center	\$ 36.90	\$ 442.80	\$ 442.80	\$ 425.09	\$ 403.83	\$ 379.60	\$ 353.03
2574842	Monitoring Fee Fire	18800 Christopher Way	Violiat - Treatment Center	\$ 75.47	\$ 905.64	\$ 905.64	\$ 869.41	\$ 825.94	\$ 776.39	\$ 722.04
2574842	Sprinkler Inspection Services	18800 Christopher Way	Violiat - Treatment Center	\$	-					
61783015	Monitoring Fee Fire	2625 Yosemite Ave	Well 09	\$ 36.90	\$ 442.80	\$ 442.80	\$ 425.09	\$ 403.83	\$ 379.60	\$ 353.03
1946442	Monitoring Fee Fire	17400 Shideleer PKWY	Well 10	\$ 53.30	\$ 639.60	\$ 639.60	\$ 614.02	\$ 583.32	\$ 548.32	\$ 509.93
1431542	Monitoring Fee Fire	18401 McKinley	Well 21	\$ 135.30	\$ 1,623.60	\$ 1,623.60	\$ 1,558.66	\$ 1,480.72	\$ 1,391.88	\$ 1,294.45
<b>Total Annual Cost:</b>						<b>\$ 13,510.68</b>	<b>\$ 12,970.25</b>	<b>\$ 12,321.74</b>	<b>\$ 11,582.44</b>	<b>\$ 10,771.67</b>



www.bayalarm.com  
800-610-1000

# COMMERCIAL ALARM INSTALLATION AND SERVICES AGREEMENT

- 9836 Kitty Ln., Oakland, CA 94603
- 3819 Duck Creek Dr., Stockton, CA 95215
- 1590 S. Lewis St., Anaheim, CA 92805
- CSFM AUTOMATIC FIRE EXTINGUISHING CONCERN, TYPE 1 LICENSE, A-0471
- 60 Barry Dr., Pacheco, CA 94553
- 3475 Orange Grove Ave., N. Highlands, CA 95660
- 1728 Standard Ave., Glendale, CA 91201
- CALIFORNIA CONTRACTOR'S LICENSE NO. 888138
- 510 Myrtle Ave., S San Francisco, CA 94080
- 2335 Larkspur Ln., Ste A, Redding, CA 96002
- 740 S. Rochester Ave., Ste D, Ontario, CA 91761
- ALARM OPERATOR'S ACO LIC #28
- 1016 Clegg Ct., Petaluma, CA 94954
- 2264 Goodyear Ave., Ventura, CA 93003
- 17111 S. Broadway, Gardena, CA 90248
- 1290 Hammerwood Ave., Ste D, Sunnyvale, CA 94089
- 8205 Ronson Rd, Ste F San Diego, CA 92111

New System or Takeover    New Owner    Addendum-Alteration Addition    Cancel Former Agreement-Alteration Addition

User hereby authorizes Bay Alarm Company hereinafter "Bay," or assigns to install, maintain, and service a security system under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance at Bay's address, for an initial period of five (5) years, from date the System is operational. This agreement is not for sale of a system.

User GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION Phone \_\_\_\_\_

Address 950 STEWART ROAD City LATHROP Zip 95330

Bay will install the system ("System") described below and on the attached continuation page(s), and will maintain and monitor, and provide other services pursuant to the terms and conditions of this agreement. Installation will begin approximately 4 weeks, and will be completed approximately 5 weeks. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to this System imposed by any governmental or regulatory body or increases in charges made by the telephone company. User understands there may be a direct telephone company charge for the installation of a telephone interface jack. Services to consist of the following only:

### INSTALLATION CHARGE AND PAYMENT:

TOTAL INSTALLATION CHARGE: \$ 6,500.00

DEPOSIT DUE AT SIGNING \$ 0.00

DUE UPON COMPLETION OF PREWIRE: \$ 0

BALANCE DUE UPON SYSTEM COMPLETION: \$ 6,500.00

<p><b>TYPE SERVICE:</b></p> <p><b>INTRUSION ALARM</b> <input type="checkbox"/> Monitored</p> <p><b>OPEN/CLOSING OPTIONS</b>  <input type="checkbox"/> E-Autolog  <input type="checkbox"/> BayNet Plus  <input type="checkbox"/> Supervised: (select one below)  <input type="checkbox"/> Central Station Open/Closing  <input type="checkbox"/> User Keypad Control  <input type="checkbox"/> Video (addendum required)</p> <p><input type="checkbox"/> BAYLINK  <input type="checkbox"/> BAYNET  <input type="checkbox"/> CCTV  <input checked="" type="checkbox"/> ACCESS</p> <p><input type="checkbox"/> VIDEO VERIFICATION (addendum required)  <input type="checkbox"/> VIDEO NOTIFICATION (addendum required)</p>	<p><b>FIRE ALARM</b> <input type="checkbox"/> Monitored</p> <p><b>FIRE TEST FREQUENCY</b>  <input type="checkbox"/> NFPA 72  <input type="checkbox"/> Sprinkler Inspection Service  Bay will inspect _____ risers per quarter  <input type="checkbox"/> Other _____</p> <p><b>FIRE TEST DEVICES</b>  <input type="checkbox"/> Panel Only  <input type="checkbox"/> Panel &amp; Fire Devices</p> <p><b>INDUSTRIAL MONITORING</b>  <input type="checkbox"/> Refrigeration  <input type="checkbox"/> Temperature Control  <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> OTHER _____</p>	<p><b>COMMUNICATION TYPE:</b>  <input type="checkbox"/> POTS (Plain Old Telephone Service)  <input type="checkbox"/> Internet Protocol  <input checked="" type="checkbox"/> Local</p> <p><b>WIRELESS TRANSMISSION</b>  <input type="checkbox"/> Digital Cellular Alarm Back-Up  <input type="checkbox"/> Digital Cellular Alarm Only  <input type="checkbox"/> Other _____</p> <p><b>OTHER</b> _____</p>
<b>FOR OFFICE USE ONLY</b>		

MONTHLY SERVICE CHARGE: \$ 250.00 Payable quarterly in advance.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.





USER: \_\_\_\_\_  
GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION  
ADDRESS: \_\_\_\_\_ 950 STEWART ROAD \_\_\_\_\_ CITY: \_\_\_\_\_ LATHROP \_\_\_\_\_ ZIP: \_\_\_\_\_ 95330

**IF AN INTRUSION ALARM**

- Glass break detectors, motion detectors, photo electric beams are for area detection only. User to provide a clear path.
- Wireless Holdup Buttons - User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device.
- Wireless Devices - User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires.
- Local authorities may require that you obtain a permit or license to use a monitored alarm system. (See paragraph 6)

**IF A TAKEOVER/CONNECT TO USER-OWNED DEVICES**

- Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

**IF A NEW OWNER LABOR AGREEMENT**

- Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

**IF A UL CERTIFICATE IS ISSUED**

- User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee.
- Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty (30) days in advance by User.

**IF INDUSTRIAL MONITORING**

- User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

**IF BAYLINK IS SOLD**

- User will receive an email from Bay when their system sends a bypass/trouble/open or close signal from their alarm system. User understands that Bay will make reasonable efforts to communicate through email messages only.

**IF SOFTWARE IS PROVIDED**

- Computer shall be supplied according to Bay's specifications and shall be free from defect.
- User understands and agrees that although protected by appropriate safeguards, installing remote access dial-in software carries some risk of access to and control of the security system by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times.
- If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

**IF A CCTV SYSTEM**

- User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations.
- User is solely responsible for providing and maintaining film and/or video tape for CCTV systems.

**NETWORK CONNECTIVITY & TRANSMISSION FACILITIES**

- User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, system outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

**PROGRESS BILLING**

- User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

**VoIP TELEPHONE SERVICE**

- The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

USER: \_\_\_\_\_ **GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION** \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ **950 STEWART ROAD** \_\_\_\_\_ CITY: **LATHROP** ZIP: **95330** \_\_\_\_\_

**IF A FIRE SYSTEM**

- Smoke/Heat detectors — for area or spot detection only.
- Bay to plan check and apply for city permits. **User agrees to pay all city, permit, plan check, or drawing charges as required.**
- User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
- If POTS is used, User to provide two (2) User-controlled phone lines.
- User to provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
- If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
- If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
- User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
- Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
- Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fee is payable.
- HVAC system power/shut off is to be provided by mechanical and/or electrical contractors. Bay will monitor only.
- If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
- Any painting and/or patching is not included unless expressly stated otherwise.
- Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
- Bay shall install a fire alarm system based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

**IF SPRINKLER INSPECTION SERVICE**

- If Sprinkler Inspection Service is provided, Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, Article 4.
- Bay is not providing or will not provide design analysis of the premises sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

**IF FIRE INSPECTIONS ARE TO BE PERFORMED**

- Bay will perform fire inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.
- Depending on the type of inspection being performed, User understands and agrees it may cause a disruption in business.

**IF AN ADDENDUM-ALTERATION ADDITION AGREEMENT**

- User understands and agrees that Bay will leave balance of System as listed per previous agreements.

**IF A CANCELS FORMER AGREEMENT**

- Contract terms begin upon date the System and/or Service is online.

**SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY.**

**THE SYSTEM MUST BE CONNECTED TO A (POTS) PLAIN OLD TELEPHONE SERVICE LINE AND MAY NOT WORK WITH OTHER COMMUNICATION METHODS SUCH AS CELLULAR OR VOIP SERVICES.**

(see paragraph 11)

CONTINUATION PAGE

USER: GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION  
ADDRESS: 950 STEWART ROAD CITY: LATHROP ZIP: 95330

- 1) Bay Alarm to Remove 2) Bay Alarm to Relocate 3) Bay Alarm to Install 4) Bay Alarm to Connect 5) Leave Balance of System

FOR OFFICE USE ONLY BAY ALARM TO INSTALL:

- 1 - NETWORK NODE (ELECTRICAL ROOM)
- 9 - PROXIMITY READERS (DOOR 1-9)
- 5 - NETWORK CONTROL BLADES (ELECTRICAL ROOM)
- 2 - POWER SUPPLIES (ELECTRICAL ROOM)
- 4 - BATTERIES (ELECTRICAL ROOM)

\* USER IS RESPONSIBLE FOR PROVIDING LOCK WORK.  
\* USER IS RESPONSIBLE FOR PROVIDING AN NETWORK CONNECTION TO THE ACCESS CONTROL SYSTEM.

User desires no additional protection at this time, I.E. CARD READER  
If deposit is not received, Bay will schedule the contract work/service once the deposit is received. If final payment is not received upon completion of contract work, Bay may elect not to activate the service until final payment is received. You state that you have received a complete copy of this agreement.  
All terms on the following pages, including those limiting Bay's liability, and on all attachments are part of this agreement – read them before you sign all pages.

GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION

USER: \_\_\_\_\_  
 ADDRESS: 950 STEWART ROAD CITY: LATHROP ZIP: 95330

**1. TITLE, TERMINATION, REMOVAL OF SYSTEM:** User acknowledges and agrees that this agreement is a service agreement only and the entire System shall at all times remain the sole property of Bay. User will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but Bay's personnel. In the event of loss or damage to the System or any part thereof, User agrees to pay Bay the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this agreement or in the event of User's default, User authorizes Bay to enter User's premises and to remove all or any portion of the System. Bay may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire agreement or extensions or renewals thereof, including, but not limited to recovery of loss of profits for any unexpired term of this agreement. If Bay elects to remove the System or any portion thereof, Bay agrees to conduct such removal, in a workmanlike manner, but Bay shall not be responsible for or have any obligation to repair minor damage to the premises (such as, but not limited to, screw, fastener holes, paint or wall finishing damage) resulting from such removal. Unless abandoned by Bay, User will return the System to us in good condition, reasonable wear and tear excepted. User agrees that installation of the System does not create a fixture to the premises. This agreement is not for sale of a System. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement including loss of profits.

**2. ADDITIONAL COSTS:** User agrees to pay Bay's standard rate for past due or carrying charges and collection cost if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User to receive no credit if System is temporarily disconnected or out of service for any reason. If User defaults or cancels this agreement or the whole or any part of the premises herein involved is acquired or condemned for any public or private use or purpose, the entire remaining balance of the initial period or extension of this agreement period shall immediately become due and payable. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

**3. BAY IS NOT AN INSURER. LIQUIDATED DAMAGES, LIMITATION OF LIABILITY:** For all Systems and services provided, it is understood and agreed; that Bay is not an insurer, that insurance, if any, shall be obtained by the User; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the User's property or other's property located on User's premises; that Bay makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the System or service is designed to detect or avert. User acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Bay's negligence, a failure to perform any of the obligations herein, including, but not limited to, installation, monitoring or repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things: a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; d) A CCTV or access control system may not observe, detect or prevent an unauthorized intrusion or entry onto the premises; e) The nature of the service to be performed by Bay. **User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring or service, or the failure of the System equipment, or service in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1500.00) whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees.** User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

**4. THIRD PARTY INDEMNIFICATION:** When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or nonoperation of the System whether based upon negligence, warranty, contribution, indemnification, or strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

**5. SUBROGATION:** So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

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may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

**6. USER DUTIES:** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to our Central Station in accordance with our instructions at least monthly. If the System includes space protection (i.e. microwave, infrared, photobeams, or other such detectors) you will turn off, control, or remove all things such as air conditioning systems and heaters that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. In the case of a fire alarm system, you will notify us in writing of any change in your fire rating bureau or agency. You are solely responsible for issuing and controlling access control cards and programming changes to the remote access system.

**7. INSTALLATION:** User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken or loose doors and windows) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. User will provide non-switched electrical outlets for the System's transformers. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After the completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

**8. REPAIR SERVICE:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. Service will be provided as soon as reasonably possible twenty-four (24) hours a day, seven (7) days a week. This service does not cover: (i) repairs that are needed because of an accident, your failure to properly use the System or maintain your premises, or if someone other than Bay attempts to repair or change the system; or (ii) repairs that are needed for any other reason except a defect in the equipment or our installation. Bay may substitute materials of equal quality at time of replacement, may install recanditioned used parts, and may keep all replaced parts. Noncovered service will be charged on a time and material basis at our then prevailing rates and will include a visit charge, and you agree to pay for such noncovered services upon receipt of our invoice.

**9. CHARGES, TAXES, RATE INCREASES:** All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued, a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User refuses rate increase, Bay has the right to rescind or reduce said rate increase. If Bay declines its right to reduce or rescind rate increase and if User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

**10. ASSIGNEES/SUBCONTRACTORS OF BAY:** Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

**11. MONITORING SERVICE:** When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper police or fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. User agrees that Bay, at its discretion, may respond to alarms using Bay personnel in addition to or in lieu of police or User's representative. To avoid false alarms, Bay may (a) use the "listen-in" device of the System, if one has been provided, or (b) call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such authorities, now or in the future, require physical or visual verification or multi-telephone verification (e.g. two-call verification or ECV) of any emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the current monthly fee. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's plain old telephone service to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, discon-

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

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www.bayalarm.com  
800-610-1000

# COMMERCIAL ALARM INSTALLATION AND SERVICES AGREEMENT

- 9836 Kitty Ln., Oakland, CA 94603
- 3819 Duck Creek Dr., Stockton, CA 95215
- 1590 S. Lewis St., Anaheim, CA 92805
- CSFM AUTOMATIC FIRE EXTINGUISHING CONCERN, TYPE 1 LICENSE, A-0471
- 60 Berry Dr., Pacheco, CA 94553
- 3475 Orange Grove Ave., N. Highlands, CA 95660
- 1728 Standard Ave., Glendale, CA 91201
- CALIFORNIA CONTRACTOR'S LICENSE NO. 880138
- 510 Myrtle Ave., S San Francisco, CA 94080
- 2335 Larkspur Ln., Ste A, Redding, CA 96002
- 740 S. Rochester Ave., Ste D, Ontario, CA 91761
- ALARM OPERATOR'S ACD LIC #28
- 1016 Clegg Ct., Petaluma, CA 94954
- 2264 Goodyear Ave., Ventura, CA 93003
- 17111 S. Broadway, Gardena, CA 90248
- 1290 Hammerwood Ave., Ste D, Sunnyvale, CA 94089
- 8205 Ranson Rd., Ste F San Diego, CA 92111

**New System or Takeover**    **New Owner**    **Addendum-Alteration Addition**    **Cancel Former Agreement-Alteration Addition**

User hereby authorizes Bay Alarm Company hereinafter "Bay," or assigns to install, maintain, and service a security system under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance at Bay's address, for an initial period of five (5) years, from date the System is operational. This agreement is not for sale of a system.

User GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION Phone \_\_\_\_\_

Address 950 STEWART ROAD City LATHROP Zip 95330

Bay will install the system ("System") described below and on the attached continuation page(s), and will maintain and monitor, and provide other services pursuant to the terms and conditions of this agreement. Installation will begin approximately 4 weeks, and will be completed approximately 5 weeks. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to this System imposed by any governmental or regulatory body or increases in charges made by the telephone company. User understands there may be a direct telephone company charge for the installation of a telephone interface jack. Services to consist of the following only:

### INSTALLATION CHARGE AND PAYMENT:

TOTAL INSTALLATION CHARGE: \$ 7,900.00

DEPOSIT DUE AT SIGNING: \$ 0.00

DUE UPON COMPLETION OF PREWIRE: \$ 0

BALANCE DUE UPON SYSTEM COMPLETION: \$ 7,900.00

<p><b>TYPE SERVICE:</b></p> <p><b>INTRUSION ALARM</b></p> <p><input checked="" type="checkbox"/> Monitored</p> <p><b>OPEN/CLOSING OPTIONS</b></p> <p><input type="checkbox"/> E-Autolog</p> <p><input type="checkbox"/> BayNet Plus</p> <p><input type="checkbox"/> Supervised: (select one below)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Central Station Open/Closing</p> <p style="padding-left: 20px;"><input type="checkbox"/> User Keypad Control</p> <p style="padding-left: 20px;"><input type="checkbox"/> Video (addendum required)</p> <p><input type="checkbox"/> BAYLINK</p> <p><input checked="" type="checkbox"/> BAYNET</p> <p><input type="checkbox"/> CCTV</p> <p><input type="checkbox"/> ACCESS</p> <p><input checked="" type="checkbox"/> VIDEO VERIFICATION (addendum required)</p> <p><input type="checkbox"/> VIDEO NOTIFICATION (addendum required)</p>	<p><b>FIRE ALARM</b></p> <p><input type="checkbox"/> Monitored</p> <p><b>FIRE TEST FREQUENCY</b></p> <p><input type="checkbox"/> NFPA 72</p> <p><input type="checkbox"/> Sprinkler Inspection Service</p> <p style="padding-left: 20px;">Bay will inspect _____ risers per quarter</p> <p><input type="checkbox"/> Other _____</p> <p><b>FIRE TEST DEVICES</b></p> <p><input type="checkbox"/> Panel Only</p> <p><input type="checkbox"/> Panel &amp; Fire Devices</p> <p><b>INDUSTRIAL MONITORING</b></p> <p><input type="checkbox"/> Refrigeration</p> <p><input type="checkbox"/> Temperature Control</p> <p><input type="checkbox"/> Other _____</p> <p><input checked="" type="checkbox"/> OTHER <u>CATCHVIEW</u></p>	<p><b>COMMUNICATION TYPE:</b></p> <p><input type="checkbox"/> POTS (Plain Old Telephone Service)</p> <p><input type="checkbox"/> Internet Protocol</p> <p><input type="checkbox"/> Local</p> <p><b>WIRELESS TRANSMISSION</b></p> <p><input type="checkbox"/> Digital Cellular Alarm Back-Up</p> <p><input checked="" type="checkbox"/> Digital Cellular Alarm Only</p> <p><input type="checkbox"/> Other _____</p> <p><b>OTHER</b> _____</p> <p>_____</p> <p>_____</p>
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FOR OFFICE USE ONLY

MONTHLY SERVICE CHARGE: \$ 450.00 Payable quarterly in advance.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.



GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION

USER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ 950 STEWART ROAD \_\_\_\_\_ CITY: \_\_\_\_\_ LATHROP \_\_\_\_\_ ZIP: \_\_\_\_\_ 95330

**IF AN INTRUSION ALARM**

- Glass break detectors, motion detectors, photo electric beams are for area detection only. User to provide a clear path.
- Wireless Holdup Buttons - User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device.
- Wireless Devices - User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires.
- Local authorities may require that you obtain a permit or license to use a monitored alarm system. (See paragraph 6)

**IF A TAKEOVER /CONNECT TO USER-OWNED DEVICES**

- Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

**IF A NEW OWNER LABOR AGREEMENT**

- Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

**IF A UL CERTIFICATE IS ISSUED**

- User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee.
- Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty (30) days in advance by User.

**IF INDUSTRIAL MONITORING**

- User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

**IF BAYLINK IS SOLD**

- User will receive an email from Bay when their system sends a bypass/trouble/open or close signal from their alarm system. User understands that Bay will make reasonable efforts to communicate through email messages only.

**IF SOFTWARE IS PROVIDED**

- Computer shall be supplied according to Bay's specifications and shall be free from defect.
- User understands and agrees that although protected by appropriate safeguards, installing remote access dial-in software carries some risk of access to and control of the security system by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times.
- If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

**IF A CCTV SYSTEM**

- User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations.
- User is solely responsible for providing and maintaining film and/or video tape for CCTV systems.

**NETWORK CONNECTIVITY & TRANSMISSION FACILITIES**

- User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, system outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

**PROGRESS BILLING**

- User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

**VoIP TELEPHONE SERVICE**

- The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.



USER: \_\_\_\_\_ **GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION**  
ADDRESS: \_\_\_\_\_ **950 STEWART ROAD** CITY: \_\_\_\_\_ **LATHROP** ZIP: \_\_\_\_\_ **95330**

**IF A FIRE SYSTEM**

- Smoke/Heat detectors — for area or spot detection only.
- Bay to plan check and apply for city permits. **User agrees to pay all city, permit, plan check, or drawing charges as required.**
- User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
- If POTS is used, User to provide two (2) User-controlled phone lines.
- User to provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
- If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
- If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
- User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
- Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
- Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fee is payable.
- HVAC system power/shut off is to be provided by mechanical and/or electrical contractors. Bay will monitor only.
- If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
- Any painting and/or patching is not included unless expressly stated otherwise.
- Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
- Bay shall install a fire alarm system based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

**IF SPRINKLER INSPECTION SERVICE**

- If Sprinkler Inspection Service is provided, Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, Article 4.
- Bay is not providing or will not provide design analysis of the premises sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

**IF FIRE INSPECTIONS ARE TO BE PERFORMED**

- Bay will perform fire inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.
- Depending on the type of inspection being performed, User understands and agrees it may cause a disruption in business.

**IF AN ADDENDUM-ALTERATION ADDITION AGREEMENT**

- User understands and agrees that Bay will leave balance of System as listed per previous agreements.

**IF A CANCELS FORMER AGREEMENT**

- Contract terms begin upon date the System and/or Service is online.

**SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY.**

**THE SYSTEM MUST BE CONNECTED TO A (POTS) PLAIN OLD TELEPHONE SERVICE LINE AND MAY NOT WORK WITH OTHER COMMUNICATION METHODS SUCH AS CELLULAR OR VOIP SERVICES.**

(see paragraph 11)

CONTINUATION PAGE

USER: GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION  
ADDRESS: 950 STEWART ROAD CITY: LATHROP ZIP: 95330

- 1) Bay Alarm to Remove    2) Bay Alarm to Relocate    3) Bay Alarm to Install    4) Bay Alarm to Connect    5) Leave Balance of System

**FOR OFFICE USE ONLY** BAY ALARM TO INSTALL:  
2 - BAYGUARD CONTROL PANELS (CENTER OF YARD)  
1 - KEYPADS (FRONT ENTRY)  
26 - MOTION VIEWERS (FENCE POST 1-26)

BAY ALARM TO PROGRAM:  
- BAYNET  
- CATCHVIEW

User desires no additional protection at this time, I.E. MOTION VIEWER  
If deposit is not received, Bay will schedule the contract work/service once the deposit is received. If final payment is not received upon completion of contract work, Bay may elect not to activate the service until final payment is received. You state that you have received a complete copy of this agreement.  
All terms on the following pages, including those limiting Bay's liability, and on all attachments are part of this agreement – read them before you sign all pages.

GOV. CITY OF LATHROP - RIVER ISLANDS PUMPING STATION

USER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ 950 STEWART ROAD \_\_\_\_\_ CITY: \_\_\_\_\_ LATHROP \_\_\_\_\_ ZIP: \_\_\_\_\_ 95330 \_\_\_\_\_

1. **TITLE, TERMINATION, REMOVAL OF SYSTEM:** User acknowledges and agrees that this agreement is a service agreement only and the entire System shall at all times remain the sole property of Bay. User will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but Bay's personnel. In the event of loss or damage to the System or any part thereof, User agrees to pay Bay the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this agreement or in the event of User's default, User authorizes Bay to enter User's premises and to remove all or any portion of the System. Bay may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire agreement or extensions or renewals thereof, including, but not limited to recovery of loss of profits for any unexpired term of this agreement. If Bay elects to remove the System or any portion thereof, Bay agrees to conduct such removal, in a workmanlike manner, but Bay shall not be responsible for or have any obligation to repair minor damage to the premises (such as, but not limited to, screw, fastener holes, paint or wall finishing damage) resulting from such removal. Unless abandoned by Bay, User will return the System to us in good condition, reasonable wear and tear excepted. User agrees that installation of the System does not create a fixture to the premises. This agreement is not for sale of a System. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement including loss of profits.

2. **ADDITIONAL COSTS:** User agrees to pay Bay's standard rate for past due or carrying charges and collection cost if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User to receive no credit if System is temporarily disconnected or out of service for any reason. If User defaults or cancels this agreement or the whole or any part of the premises herein involved is acquired or condemned for any public or private use or purpose, the entire remaining balance of the initial period or extension of this agreement period shall immediately become due and payable. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

3. **BAY IS NOT AN INSURER. LIQUIDATED DAMAGES, LIMITATION OF LIABILITY:** For all Systems and services provided, it is understood and agreed; that Bay is not an insurer, that insurance, if any, shall be obtained by the User; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the User's property or other's property located on User's premises; that Bay makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the System or service is designed to detect or avert. User acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Bay's negligence, a failure to perform any of the obligations herein, including, but not limited to, installation, monitoring or repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things: a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; d) A CCTV or access control system may not observe, detect or prevent an unauthorized intrusion or entry onto the premises; e) The nature of the service to be performed by Bay. **User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring or service, or the failure of the System equipment, or service in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1500.00) whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees.** User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. **THIRD PARTY INDEMNIFICATION:** When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or nonoperation of the System whether based upon negligence, warranty, contribution, indemnification, or strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. **SUBROGATION:** So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

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may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

**6. USER DUTIES:** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to our Central Station in accordance with our instructions at least monthly. If the System includes space protection (i.e. microwave, infrared, photobeams, or other such detectors) you will turn off, control, or remove all things such as air conditioning systems and heaters that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. In the case of a fire alarm system, you will notify us in writing of any change in your fire rating bureau or agency. You are solely responsible for issuing and controlling access control cards and programming changes to the remote access system.

**7. INSTALLATION:** User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken or loose doors and windows) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. User will provide non-switched electrical outlets for the System's transformers. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After the completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

**8. REPAIR SERVICE:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. Service will be provided as soon as reasonably possible twenty-four (24) hours a day, seven (7) days a week. This service does not cover: (i) repairs that are needed because of an accident, your failure to properly use the System or maintain your premises, or if someone other than Bay attempts to repair or change the system; or (ii) repairs that are needed for any other reason except a defect in the equipment or our installation. Bay may substitute materials of equal quality at time of replacement, may install reconditioned used parts, and may keep all replaced parts. Noncovered service will be charged on a time and material basis at our then prevailing rates and will include a visit charge, and you agree to pay for such noncovered services upon receipt of our invoice.

**9. CHARGES, TAXES, RATE INCREASES:** All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued, a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User refuses rate increase, Bay has the right to rescind or reduce said rate increase. If Bay declines its right to reduce or rescind rate increase and if User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

**10. ASSIGNEES/SUBCONTRACTORS OF BAY:** Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

**11. MONITORING SERVICE:** When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper police or fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. User agrees that Bay, at its discretion, may respond to alarms using Bay personnel in addition to or in lieu of police or User's representative. To avoid false alarms, Bay may (a) use the "listen-in" device of the System, if one has been provided, or (b) call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such authorities, now or in the future, require physical or visual verification or multi-telephone verification (e.g. two-call verification or ECV) of any emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the current monthly fee. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's plain old telephone service to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, discon-

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

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ected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges, that if wireless transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that wireless transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

**12. EXCESSIVE ALARMS:** In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, at its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

**13. DISCONNECT POLICY:** User hereby authorizes Bay to manually or automatically disconnect the System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within 30 minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

**14. CONTROL COMMUNICATOR:** User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming or physical access in order to perform diagnostics, change and/or update information or disconnect service upon the termination or expiration of this agreement.

**15. ENTIRE AGREEMENT:** This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date. It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superceded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge.

**16. GOVERNING LAW:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County as the place of venue.

**17. LEGAL WAIVERS, REFERENCE:** Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

**18. IMAGING:** User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

**19. BAY'S LICENSES:** Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.

**BAY ALARM:**

Please Read Entire Agreement

SEAN BITHELL 81185  
SALES REPRESENTATIVE AGENT #

USER SIGN, DATE & PRINT NAME HERE → DATE M / D / YEAR  
User Understands and agrees by signing below User is bound to all terms and conditions on all pages of this agreement #1-#7.

BY:

APPROVED (Office Use Only) DATE

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's Manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

AUTHORIZED SIGNATURE TITLE

SIGNER'S NAME (PRINTED OR TYPED)  
 CORP  LLC  SOLE PROPRIETOR  PARTNERSHIP  OTHER

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
REPUBLIC SERVICES CPI-U ADJUSTMENT FOR FY 2018-2019**

based on the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, California area, not to exceed 4.0%.

On May 1, 2018, staff received a request from Republic Services to adjust their commercial and residential rates based on the increase of the CPI-U. The CPI-U for the period of February 1, 2017 through February 1, 2018 increased 3.6%.

The maximum allowable rate request is as follows:

**STANDARD RESIDENTIAL RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% % Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$28.20</b>	<b>\$29.22</b>	<b>\$1.02</b>
<b>Medium – 60 gal</b>	<b>\$30.66</b>	<b>\$31.76</b>	<b>\$1.10</b>
<b>Large – 90 gal</b>	<b>\$35.31</b>	<b>\$36.58</b>	<b>\$1.27</b>

**SENIOR RESIDENTIAL RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$20.42</b>	<b>\$21.16</b>	<b>\$0.74</b>
<b>Medium – 60 gal</b>	<b>\$22.20</b>	<b>\$23.00</b>	<b>\$0.80</b>
<b>Large – 90 gal</b>	<b>\$25.53</b>	<b>\$26.45</b>	<b>\$0.52</b>

**MOBILE HOME/TRAILER PARK RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$22.97</b>	<b>\$23.80</b>	<b>\$0.83</b>
<b>Medium – 60 gal</b>	<b>\$23.49</b>	<b>\$24.34</b>	<b>\$0.85</b>
<b>Large – 90 gal</b>	<b>\$27.60</b>	<b>\$28.59</b>	<b>\$0.99</b>

**SENIOR MOBILE HOME/TRAILER PARK RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$16.64</b>	<b>\$17.24</b>	<b>\$0.60</b>
<b>Medium – 60 gal</b>	<b>\$17.01</b>	<b>\$17.62</b>	<b>\$0.61</b>
<b>Large – 90 gal</b>	<b>\$19.99</b>	<b>\$20.71</b>	<b>\$0.72</b>



**COMMERCIAL RATES – CURRENT RATES:**

<b>Container Size</b>	<b>One/Wk</b>	<b>Two/Wk</b>	<b>Three/Wk</b>	<b>Four/Wk</b>	<b>Five/Wk</b>	<b>Max/Wt*</b>
1 Cu. Yd	\$79.79	\$121.59	\$163.37	\$205.11	\$246.89	100 lbs.
2 Cu. Yd	\$102.58	\$157.57	\$216.42	\$267.59	\$322.59	200 lbs.
3 Cu. Yd	\$130.05	\$207.82	\$299.81	\$409.23	\$518.74	350 lbs.
4 Cu. Yd	\$162.32	\$267.59	\$413.22	\$558.93	\$701.97	400 lbs.
5 Cu. Yd	\$200.91	\$385.99	\$571.08	\$756.17	\$941.28	600 lbs.
6 Cu. Yd	\$238.21	\$464.79	\$691.67	\$918.49	\$1,145.37	650 lbs.
Lg. Cart	\$33.99	N/A	N/A	N/A	N/A	N/A

**COMMERCIAL RATES – PROPOSED RATES:**

<b>Container Size</b>	<b>One/Wk</b>	<b>Two/Wk</b>	<b>Three/Wk</b>	<b>Four/Wk</b>	<b>Five/Wk</b>	<b>Max/Wt*</b>
1 Cu. Yd	\$82.66	\$125.97	\$169.25	\$212.49	\$255.78	100 lbs.
2 Cu. Yd	\$106.27	\$163.24	\$224.21	\$277.22	\$334.20	200 lbs.
3 Cu. Yd	\$134.73	\$215.30	\$310.60	\$423.96	\$537.41	350 lbs.
4 Cu. Yd	\$168.16	\$277.22	\$428.10	\$579.05	\$727.24	400 lbs.
5 Cu. Yd	\$208.14	\$399.89	\$591.64	\$783.39	\$975.17	600 lbs.
6 Cu. Yd	\$246.79	\$481.52	\$716.57	\$951.56	\$1,186.60	650 lbs.
Lg. Cart	\$35.21	N/A	N/A	N/A	N/A	N/A

*\*Weights in excess of these maximum amounts per bin per pick up will be charged an additional \$8.00 per extra 100 pounds.*

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Public Safety by maintaining contract requirements for solid waste management within the City of Lathrop.

**FISCAL IMPACT:**


Pursuant to Section 27 of the Agreement between the City of Lathrop and Lathrop Sunrise Sanitation, now doing business as Republic Services, and Lathrop Municipal Code Section 8.16.180, Republic Services shall remit to the City of Lathrop a Franchise Fee of seven (7%) percent and a AB939 Recycling Fee of three (3%) percent of the gross revenue collected within ten (10) days following the completion of each calendar month.

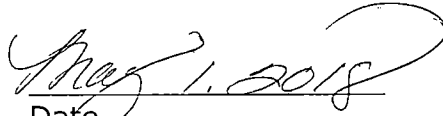
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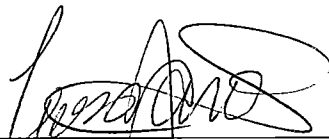
- A. Resolution Authorizing an Increase of the Republic Services Collection Rates Based on the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Area for Fiscal Year 2018-2019
- B. Letter from Republic Services

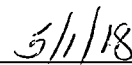
**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
REPUBLIC SERVICES CPI-U ADJUSTMENT FOR FY 2018-2019**

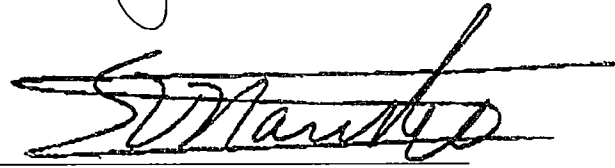
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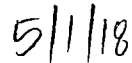
  
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Emilia Knox  
Senior Administrative Assistant

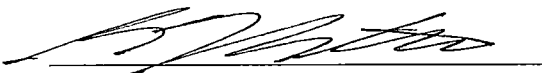
  
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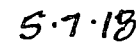
  
\_\_\_\_\_  
Cari James  
Director of Finance

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
AUTHORIZING AN INCREASE OF THE REPUBLIC SERVICES COLLECTION  
RATES, BASED ON THE CONSUMER PRICE INDEX FOR ALL URBAN  
CONSUMERS FOR THE SAN FRANCISCO-OAKLAND-SAN JOSE AREA FOR  
FISCAL YEAR 2018-2019**

**WHEREAS**, on October 21, 2003, City Council approved an Agreement between the City of Lathrop and Lathrop Sunrise Sanitation (Agreement), now doing business as Republic Services, to provide the necessary collection, transportation and disposal of solid waste generated within the City limit and for compliance with the source reduction and recycling elements of the City's Waste Management Plan; and

**WHEREAS**, on June 2, 2009, City Council approved Amendment No. 1 to the Agreement with Republic Services extending the contract term for an additional 5 years; and

**WHEREAS**, on June 2, 2014 City Council approved Amendment No. 2 to the Agreement with Republic Services to continue to provide the necessary collection, transportation and disposal of solid waste generated within the City limit for an additional 5 years; and

**WHEREAS**, Lathrop Municipal Code Section 8.16.170 and Section 26 of the original Agreement provide the City Council shall determine the maximum solid waste collection rates; and

**WHEREAS**, Section 26 of the Agreement also provides collection rates shall be reviewed annually and any adjustment to the maximum solid waste collection rates is to be based on the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, California area, not to exceed 4.0%; and

**WHEREAS**, the last rate increase approved by City Council was for fiscal year 2016-2017 where commercial and residential rates were increased by 2.67% effective July 1, 2017; and

**WHEREAS**, on May 1, 2018, staff received a request from Republic Services to adjust their commercial and residential rates pursuant to Section 26 of the Agreement; and

**WHEREAS**, the change in the CPI-U for the period of February 1, 2017 through February 1, 2018 was 3.6%; and

**WHEREAS**, the 3.6% rate increase shall take effect on July 1, 2018 for all customer classes; and

**WHEREAS**, pursuant to Section 27 of the Agreement between the City of Lathrop and Republic Services and Lathrop Municipal Code Section 8.16.180 Republic Services shall remit to the City of Lathrop a Franchise Fee of seven (7%) percent and a AB939 Recycling Fee of three (3%) percent of the gross revenue collected within ten (10) days following the completion of each calendar month;

**NOW, THEREFORE, BE IT RESOLVED**, that to the extent that the solid waste hauler gives notice pursuant to Section 26 of the Agreement, and pursuant to Lathrop Municipal Code Section 8.16.170, the City's franchised solid waste hauler shall not be permitted to charge fees any higher than specified for each customer type listed:

**STANDARD RESIDENTIAL RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% % Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$28.20</b>	<b>\$29.22</b>	<b>\$1.02</b>
<b>Medium – 60 gal</b>	<b>\$30.66</b>	<b>\$31.76</b>	<b>\$1.10</b>
<b>Large – 90 gal</b>	<b>\$35.31</b>	<b>\$36.58</b>	<b>\$1.27</b>

**SENIOR RESIDENTIAL RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$20.42</b>	<b>\$21.16</b>	<b>\$0.74</b>
<b>Medium – 60 gal</b>	<b>\$22.20</b>	<b>\$23.00</b>	<b>\$0.80</b>
<b>Large – 90 gal</b>	<b>\$25.53</b>	<b>\$26.45</b>	<b>\$0.52</b>

**MOBILE HOME/TRAILER PARK RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$22.97</b>	<b>\$23.80</b>	<b>\$0.83</b>
<b>Medium – 60 gal</b>	<b>\$23.49</b>	<b>\$24.34</b>	<b>\$0.85</b>
<b>Large – 90 gal</b>	<b>\$27.60</b>	<b>\$28.59</b>	<b>\$0.99</b>

**SENIOR MOBILE HOME/TRAILER PARK RATES:**

<i>Container Size</i>	<i>Current Rate</i>	<i>Proposed 3.6% Rate Increase</i>	<i>Difference</i>
<b>Small – 30 gal</b>	<b>\$16.64</b>	<b>\$17.24</b>	<b>\$0.60</b>
<b>Medium – 60 gal</b>	<b>\$17.01</b>	<b>\$17.62</b>	<b>\$0.61</b>
<b>Large – 90 gal</b>	<b>\$19.99</b>	<b>\$20.71</b>	<b>\$0.72</b>

**COMMERCIAL RATES – CURRENT RATES:**

<b>Container Size</b>	<b>One/Wk</b>	<b>Two/Wk</b>	<b>Three/Wk</b>	<b>Four/Wk</b>	<b>Five/Wk</b>	<b>Max/Wt</b>
<b>1 Cu. Yd</b>	<b>\$79.79</b>	<b>\$121.59</b>	<b>\$163.37</b>	<b>\$205.11</b>	<b>\$246.89</b>	<b>100 lbs.</b>
<b>2 Cu. Yd</b>	<b>\$102.58</b>	<b>\$157.57</b>	<b>\$216.42</b>	<b>\$267.59</b>	<b>\$322.59</b>	<b>200 lbs.</b>
<b>3 Cu. Yd</b>	<b>\$130.05</b>	<b>\$207.82</b>	<b>\$299.81</b>	<b>\$409.23</b>	<b>\$518.74</b>	<b>350 lbs.</b>
<b>4 Cu. Yd</b>	<b>\$162.32</b>	<b>\$267.59</b>	<b>\$413.22</b>	<b>\$558.93</b>	<b>\$701.97</b>	<b>400 lbs.</b>
<b>5 Cu. Yd</b>	<b>\$200.91</b>	<b>\$385.99</b>	<b>\$571.08</b>	<b>\$756.17</b>	<b>\$941.28</b>	<b>600 lbs.</b>
<b>6 Cu. Yd</b>	<b>\$238.21</b>	<b>\$464.79</b>	<b>\$691.67</b>	<b>\$918.49</b>	<b>\$1,145.37</b>	<b>650 lbs.</b>
<b>Lg. Cart</b>	<b>\$33.99</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**COMMERCIAL RATES – PROPOSED RATES:**

<b>Container Size</b>	<b>One/Wk</b>	<b>Two/Wk</b>	<b>Three/Wk</b>	<b>Four/Wk</b>	<b>Five/Wk</b>	<b>Max/Wt*</b>
<b>1 Cu. Yd</b>	<b>\$82.66</b>	<b>\$125.97</b>	<b>\$169.25</b>	<b>\$212.49</b>	<b>\$255.78</b>	<b>100 lbs.</b>
<b>2 Cu. Yd</b>	<b>\$106.27</b>	<b>\$163.24</b>	<b>\$224.21</b>	<b>\$277.22</b>	<b>\$334.20</b>	<b>200 lbs.</b>
<b>3 Cu. Yd</b>	<b>\$134.73</b>	<b>\$215.30</b>	<b>\$310.60</b>	<b>\$423.96</b>	<b>\$537.41</b>	<b>350 lbs.</b>
<b>4 Cu. Yd</b>	<b>\$168.16</b>	<b>\$277.22</b>	<b>\$428.10</b>	<b>\$579.05</b>	<b>\$727.24</b>	<b>400 lbs.</b>
<b>5 Cu. Yd</b>	<b>\$208.14</b>	<b>\$399.89</b>	<b>\$591.64</b>	<b>\$783.39</b>	<b>\$975.17</b>	<b>600 lbs.</b>
<b>6 Cu. Yd</b>	<b>\$246.79</b>	<b>\$481.52</b>	<b>\$716.57</b>	<b>\$951.56</b>	<b>\$1,186.60</b>	<b>650 lbs.</b>
<b>Lg. Cart</b>	<b>\$35.21</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

*\*Weights in excess of these maximum amounts per bin per pick up will be charged an additional \$8.00 per extra 100 pounds.*

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

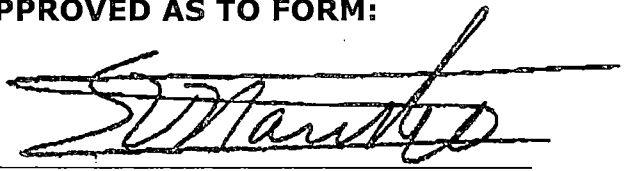
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



1145 W Charter Way, Stockton, CA 95206  
o 209-466-5192 f 209-465-0631 republicservices.com

May 1, 2018

Emilia Knox  
City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

Dear Ms. Knox,

Pursuant to Section 26 of the "Agreement Between the City of Lathrop and Lathrop Sunrise Sanitation Corporation" the collection rates shall be reviewed annually during the month of May and adjusted effective July 1. The agreement allows for an adjustment based on the prior year change in the Consumer Price Index for the San Francisco-Oakland-San Jose, all urban consumer as published by the United States Department of Labor, Bureau of Labor Statistics. The change in the CPI for the period February 1, 2017 through February 1, 2018 was 3.6%.

Attached please find the proposed new collection rates effective July 1, 2018. Thank you for the continued confidence in Republic Services of Lathrop, as always we will continue to strive to provide professional solid waste services. Should you have any questions, please do not hesitate to call me at (209) 466-5192.

Sincerely,

Republic Services of Lathrop

Kevin Basso

Enclosure



### Lathrop Sunrise Sanitation Rates Effective 7/1/17 (Current)

	<b>1/WK</b>	<b>2/WK</b>	<b>3/WK</b>	<b>4/WK</b>	<b>5/WK</b>	<b>Max Wt/Lbs</b>
<b>1 YD</b>	\$79.79	\$121.59	\$163.37	\$205.11	\$246.89	100
<b>2 YD</b>	\$102.58	\$157.57	\$216.42	\$267.59	\$322.59	200
<b>3 YD</b>	\$130.05	\$207.82	\$299.81	\$409.23	\$518.74	350
<b>4 YD</b>	\$162.32	\$267.59	\$413.22	\$558.93	\$701.97	400
<b>5 YD</b>	\$200.91	\$385.99	\$571.08	\$756.17	\$941.28	600
<b>6 YD</b>	\$238.21	\$464.79	\$691.67	\$918.49	\$1,145.37	650
<b>LG. CART</b>	\$33.99					

#### Residential Service Weekly Recycling and Green Waste

	<b>STANDARD</b>	<b>SENIOR</b>	<b>MHP/TRAILER</b>	<b>MHP SENIOR</b>
<b>SMALL - 30</b>	\$28.20	\$20.42	\$22.97	\$16.64
<b>MEDIUM - 60</b>	\$30.66	\$22.20	\$23.49	\$17.01
<b>LARGE - 90</b>	\$35.31	\$25.53	\$27.60	\$19.99

### Lathrop Sunrise Sanitation Rates Effective 7/1/18 (Proposed)

	<b>1/WK</b>	<b>2/WK</b>	<b>3/WK</b>	<b>4/WK</b>	<b>5/WK</b>	<b>Max Wt/Lbs</b>
<b>1 YD</b>	\$82.66	\$125.97	\$169.25	\$212.49	\$255.78	100
<b>2 YD</b>	\$106.27	\$163.24	\$224.21	\$277.22	\$334.20	200
<b>3 YD</b>	\$134.73	\$215.30	\$310.60	\$423.96	\$537.41	350
<b>4 YD</b>	\$168.16	\$277.22	\$428.10	\$579.05	\$727.24	400
<b>5 YD</b>	\$208.14	\$399.89	\$591.64	\$783.39	\$975.17	600
<b>6 YD</b>	\$246.79	\$481.52	\$716.57	\$951.56	\$1,186.60	650
<b>LG. CART</b>	\$35.21					

#### Residential Service Weekly Recycling and Green Waste

	<b>STANDARD</b>	<b>SENIOR</b>	<b>MHP/TRAILER</b>	<b>MHP SENIOR</b>
<b>SMALL - 30</b>	\$29.22	\$21.16	\$23.80	\$17.24
<b>MEDIUM - 60</b>	\$31.76	\$23.00	\$24.34	\$17.62
<b>LARGE - 90</b>	\$36.58	\$26.45	\$28.59	\$20.71

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **AMENDMENT WITH WGR SOUTHWEST, INC. TO PROVIDE COMPLIANCE SUPPORT SERVICES FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 14-10 AND A RELATED BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt a Resolution Approving Amendment No. 1 with WGR Southwest, Inc., for Small Construction Project Review and Inspection Support Services for the Phase II MS4 Storm Water Discharge Permit SD 14-10 and a Related Budget Amendment**

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**SUMMARY:**

On February 12, 2018 City Council approved an agreement for plan review and inspection services for the storm water discharge permit compliance tasks related to new development for large projects, defined as greater than an acre of soil disturbance. Approval of Amendment No. 1 with WGR Southwest, Inc. (WGR) and a related budget amendment is requested for WGR to provide small construction project review and inspection support services for the City's Phase II MS4 storm water discharge permit compliance program SD 14-10. The cost for these services is not to exceed \$31,200 to be paid from funds collected from development plan check and inspection fees for storm water permit compliance.

**BACKGROUND:**

The current Phase II Small MS4 General Permit was adopted by the State Water Resources Control Board on February 5, 2013 and became effective on July 1, 2013. The Permit has many components and the City is required to implement these components in stages over the five-year implementation period of the Permit.

WGR has provided storm water permit compliance support to the City since May 31, 2007. On February 12, 2018 Council renewed an agreement with WGR for continued management and implementation of the Phase II MS4 Permit compliance program through June 30, 2019. Also, on February 12, 2018 City Council approved an agreement for plan review and inspection services for the storm water discharge permit compliance tasks related to new development for large projects, defined as greater than an acre of soil disturbance. Amendment No 1 to the plan review services and inspection services is requested for WGR to provide small construction project review and support services for projects with less than an acre of soil disturbance.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**AMENDMENT WITH WGR SOUTHWEST, INC. TO PROVIDE COMPLIANCE**  
**SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT**

WGR has provided a proposal for plan review and inspection services for the storm water discharge permit compliance tasks related to new development for small construction projects for a cost not to exceed \$31,200 based on the current volume of small construction projects

**REASON FOR RECOMMENDATION:**

Approval of Amendment No. 1 with WGR is needed for the City to achieve compliance with the City's Phase II Small MS4 General Permit for small construction projects with less than an acre of soil disturbance.

**FISCAL IMPACT:**

The cost for Amendment No. 1 with WGR to provide Small Construction Project Review and Inspection Support services is not to exceed \$31,200 and is to be paid from funds collected from development plan check and inspection fees for storm water permit compliance.

Funds approved in the City's budget for storm water discharge permit compliance for the current and 2018/2019 FY are insufficient to authorize this amendment and will need to be supplemented by allocating plan check/inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 14-10 through the following budget amendment;

Staff Requests the following budget amendment:

Increase Revenue	
1010-50-04-341-02-02	\$ 31,200.00
Increase Appropriations	
1010-50-04-420-01-00	\$ 31,200.00

**ATTACHMENTS:**


- A. Resolution Approving Amendment No. 1 with WGR Southwest, Inc., for Small Construction Project Review and Inspection Support Services for the Phase II MS4 Storm Water Discharge Permit SD 14-10 and a Related Budget Amendment
- B. Amendment No. 1 with WGR Southwest, Inc., for Small Construction Project Review and Inspection Support Services for the Phase II MS4 Storm Water Discharge Permit SD 14-10 and a Related Budget Amendment

**CITY MANAGER'S REPORT** **PAGE 3**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**AMENDMENT WITH WGR SOUTHWEST, INC. TO PROVIDE COMPLIANCE**  
**SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT**

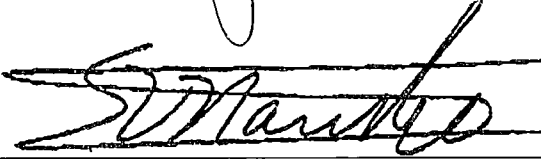
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

4/30/18  
Date

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

5/1/18  
Date

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

5/1/18  
Date

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

5-1-18  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING AMENDMENT NO. 1 WITH WGR SOUTHWEST, INC., FOR SMALL  
CONSTRUCTION PROJECT REVIEW AND INSPECTION SUPPORT SERVICES  
FOR THE PHASE II MS4 STORM WATER DISCHARGE PERMIT SD 14-10 AND  
A RELATED BUDGET AMENDMENT**

**WHEREAS**, the current Phase II Small MS4 General Permit for storm water discharge was adopted by the State Water Resources Control Board (SWRCB) on February 5, 2013 and became effective on July 1, 2013; and

**WHEREAS**, WGR Southwest Inc., (WGR) has provided storm water permit compliance support to the City since May 31, 2007, and are uniquely familiar with the City's storm water programs and their implementation; and

**WHEREAS**, on February 12, 2018 Council renewed an agreement with WGR for continued management and implementation of the Phase II MS4 Permit compliance program through June 30, 2019; and

**WHEREAS**, on February 12, 2018 Council approved an agreement for plan review and inspection services for the storm water discharge permit compliance tasks related to new development for large projects, defined as greater than an acre of soil disturbance; and

**WHEREAS**, Amendment No. 1 to the plan review and inspection services is requested for WGR to provide small construction project review and support services for projects with less than an acre of soil disturbance; and

**WHEREAS**, WGR has provided a proposal for plan review and inspection services for the storm water discharge permit compliance tasks related to new development for small construction projects for a cost not to exceed \$31,200 based on the current volume of small construction projects; and

**WHEREAS**, funds approved in the City's budget for storm water discharge permit compliance for the current and 2018/2019 FY are insufficient to authorize Amendment No. 1 and will need to be supplemented by allocating storm water plan check/inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 14-10 through the following budget amendment;

Staff requests the following budget amendment:

Increase Revenue	
1010-50-04-341-02-02	\$ 31,200.00
Increase Appropriations	
1010-50-04-420-01-00	\$ 31,200.00

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve an Amendment No. 1 with WGR to provide plan review and inspection services storm water discharge permit compliance tasks related to new development for small construction projects not to exceed \$31,200 to be funded from development plan check and inspection fees for storm water permit compliance SD 14-10 and related budget amendment.

The foregoing resolution was passed and adopted this 14th day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

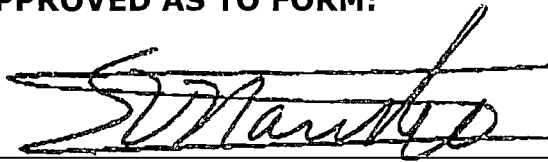
ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**AMENDMENT NO. 1**

**TO THE AGREEMENT TO PROVIDE STORM WATER POLLUTION  
PREVENTION PLAN, EROSION AND SEDIMENT CONTROL PLAN,  
AND POST CONSTRUCTION SUBMITTAL REVIEWS RELATED TO  
STORM WATER PERMIT COMPLIANCE  
SERVICES WITH WGR SOUTHWEST, INC.  
FOR  
SMALL CONSTRUCTION PROJECT REVIEW AND INSPECTION  
SUPPORT SERVICES**

This Amendment (hereinafter "AMENDMENT NO. 1") to the agreement between WGR Southwest, Inc. and the City of Lathrop dated February 12, 2018 (hereinafter "AGREEMENT") dated for convenience this May 14, 2018, is by and between WGR Southwest, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specifically trained, experienced, and competent to review small construction project review and inspection support services, which will be required by this agreement; and

**WHEREAS**, on February 12, 2018 CONSULTANT and CITY entered into an AGREEMENT to perform SWPPP, ESCP and post construction submittal reviews related to storm water discharge permit compliance; and

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

**WHEREAS**, Consultant provided the City with a scope of work to provide small construction project review and inspection support services not to exceed \$31,200; and

**NOW, THEREFORE**, CONSULTANT and CITY agree as follows;

**AMENDMENT NO. 1 to AGREEMENT**

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee, submitted by the CONSULTANT, attached hereto as Exhibit "A" and incorporated fully herein by this reference. The aforementioned work is in addition to the scope of work in the original AGREEMENT dated February 12, 2018 for Professional Consulting Services.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WGR SOUTHWEST, INC.

The scope of work is hereby amended by adding Exhibit “A” attached hereto. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY’S satisfaction.

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT an additional sum not to exceed \$31,200 for the Professional Consulting Services set forth in Exhibit “A” of this AMENDMENT NO. 1. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 1 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term.** Section (3) of the AGREEMENT for Consulting is hereby amended as follows:

The effective date of AMENDMENT NO. 1 is May 14+, 2018, and it shall terminate no later than June 30, 2019. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) **Applicability To Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated May 14, 2018 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

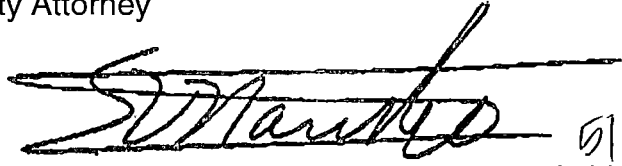
**Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
WGR SOUTHWEST, INC.

Approved as to Form:

City of Lathrop  
City Attorney



5/11/18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Senior Civil Engineer

\_\_\_\_\_  
Greg Gibson

Date

Accepted By

City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore

Date

CONSULTANT:

WGR Southwest, Inc.  
11780 N Hwy 99  
Lodi, CA 95240

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
(Print Name and Title)



April 16, 2018

Mr. Gregory W. Gibson  
 City of Lathrop  
 390 Towne Center Dr.  
 Lathrop, CA 95330

RE: Small Construction Project Review and Inspection Support

Dear Mr. Gibson,

WGR Southwest, Inc. (WGR) is pleased to provide you with this proposal for construction project Small Erosion and Sediment Control Plan (ESCP) & small project post-construction submittal reviews and corresponding small project construction site compliance inspections.

The number of reviews and inspections are *estimated* based on the level of supported indicated by the City and current volume of active small construction projects.

Small Project ESCP Submittal Review for Compliance with City & State Requirements	\$250/review	Based on projected utilization, WGR assumes 60 reviews (\$15,000)
Small Project Post-Construction Submittal Reviews for projects that create or replace between 2,500 – 5,000 sqft. of impervious surface.	\$150/review	Based on projected utilization, WGR assumes 12 reviews (\$1,800)
Small Project Construction Inspections - Each approved small project will receive a pre-construction and post-construction inspection to ensure compliance with their approved ESCP.	\$120/inspection	WGR assumes 120 inspections (60 pre-construction inspections & 60 post-construction inspections) through June 2019 (\$14,400)

We thank you for this additional opportunity to serve you. If I can answer any questions concerning our proposal or the MS4 permit requirements, please do not hesitate to call me or to schedule a meeting to discuss the proposed scope of work.

Respectfully submitted,  
**WGR Southwest, Inc.**

John M. Teravskis, CPESC, QSD/QSP, QISP, ToR  
 Senior Compliance Specialist and  
 Operations Manager for Northern California

11780 N. Hwy. 99 • Lodi, CA 95240 • (209) 334-5363 • Fax (209) 334-5374  
 Los Alamitos, CA • Lodi, CA

**CITY MANAGER'S REPORT  
MAY 14, 2018 REGULAR CITY COUNCIL MEETING**

**ITEM:                                   APPROVE   BASIN   BOUNDARY   MODIFICATION  
REQUEST   FOR   SUSTAINABLE   GROUNDWATER  
MANAGEMENT ACT COMPLIANCE CIP PW 16-04**

**RECOMMENDATION:   Adopt a Resolution Approving Basin Boundary  
Modification Request to Align the Eastern San  
Joaquin and Tracy Subbasins with the City's Limit  
and Associated CEQA Determination for Sustainable  
Groundwater Management Act Compliance CIP PW  
16-04**

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**SUMMARY:**

The City overlies two groundwater subbasins of the San Joaquin Valley Basin designated by the Department of Water Resources (DWR); the Tracy Subbasin, and the Eastern San Joaquin Subbasin (ESJS). Approval of a Basin Boundary Modification Request (BBMR) to align the Eastern San Joaquin and Tracy groundwater subbasins with the City's limit and associated CEQA determination is requested in order to more effectively achieve Sustainable Groundwater Management Act (SGMA) compliance.

**BACKGROUND:**

In 2014 the SGMA was enacted and requires local agencies to form a Groundwater Sustainability Agency (GSA). The City's water service area overlies two groundwater subbasins, the Tracy Subbasin and the Eastern San Joaquin Subbasin, the shared border of which is delineated along the San Joaquin River.

The City has formed the City of Lathrop GSA, an exclusive GSA for its jurisdiction within the Eastern San Joaquin Subbasin. RD 2062 and a portion of RD 2107 service areas are located within the City on the Stewart Tract, bounded by the San Joaquin Paradise Cut and Old River. RD 2062 and RD 2107 have formed the Stewart Tract GSA, an exclusive GSA overlaying the portion of the City within the Tracy Subbasin.

As authorized by SGMA, local agencies may request that basin boundaries be modified. On January 29, 2018 an agreement with EKI Environment & Water, Inc. was approved to assist the City prepare a draft basin boundary modification request which argues, among other things, that including the entire City within the Tracy Subbasin would promote sustainable groundwater management, which is consistent with the standards by which a jurisdictional modification of a basin may be approved by DWR under the Basin Boundary Regulations. On April 9, 2018 Council approved a Memorandum of Understanding (MOU) between City of Lathrop and Stewart Tract Groundwater Sustainability Agency (GSA) to pursue the BBMR, and cooperate to form a multi-agency GSA and develop a Groundwater Sustainability Plan in the Tracy Subbasin, as provided by SGMA.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018 REGULAR CITY COUNCIL MEETING**  
**APPROVE BASIN BOUNDARY MODIFICATION FOR SGMA COMPLIANCE CIP**  
**PW 16-04**

Staff has reviewed CEQA requirements and determined that the project is exempt, and recommends a Notice of Exemption to be filed with the San Joaquin County Recorder's Office.

**CEQA REVIEW:**

The basin boundary modification is exempt from the California Environmental Quality Act (CEQA) because the project is an internal, jurisdictional boundary modification under the Sustainable Groundwater Management Act (SGMA) that is not a scientific modification but promotes sustainable groundwater management. The boundary modification continues existing uses and does not result in a change in management of groundwater resources or a physical change in the groundwater basin. The basin boundary modification is categorically exempt from CEQA pursuant to §15307 as an action taken by a regulatory agency as authorized by SGMA to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for the protection of the environment; and also categorically exempt from CEQA pursuant to §15308 of the CEQA Guidelines as an action taken by a regulatory agency as authorized by state law to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

**RECOMMENDATION:**

Consolidation of the City into the Tracy Subbasin is desired to more effectively achieve SGMA compliance. Staff requests Council to approve a BBMR to align the Eastern San Joaquin and Tracy groundwater subbasins and associated determination the project is exempt from CEQA requirements.

**CITY COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

A Feeling of Safety and Economic Growth to provide clean, safe drinking water for City customers, and to secure water supplies needed to support development.

**FISCAL IMPACT:**

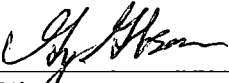
No fiscal impacts are immediately associated with this action.

**ATTACHMENTS:**

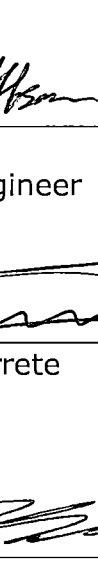
- A. Resolution Approving Basin Boundary Modification Request to Align the Eastern San Joaquin and Tracy Subbasins with the City's Limit and Associated CEQA Determination for SGMA Compliance CIP PW 16-04
- B. Basin Boundary Modification Request to Align the Eastern San Joaquin and Tracy Subbasins with the City's Limit

**CITY MANAGER'S REPORT**  
**MAY 14, 2018 REGULAR CITY COUNCIL MEETING**  
**APPROVE BASIN BOUNDARY MODIFICATION FOR SGMA COMPLIANCE CIP**  
**PW 16-04**


**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

4/30/18  
\_\_\_\_\_  
Date

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

4-30-18  
\_\_\_\_\_  
Date

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

5.2.18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A BASIN BOUNDARY MODIFICATION REQUEST TO ALIGN THE  
EASTERN SAN JOAQUIN AND TRACY SUBBASINS WITH THE CITY'S LIMIT  
AND ASSOCIATED CEQA DETERMINATION FOR SGMA COMPLIANCE  
CIP PW 16-04**

**WHEREAS**, in 2014 the Sustainable Groundwater Management Act (Water Code Section 10720 et seq.) (SGMA) was enacted and requires local agencies to form a Groundwater Sustainability Agency (GSA); and

**WHEREAS**, the City's water service area overlies two groundwater subbasins of the San Joaquin Valley Basin the Tracy Subbasin and the Eastern San Joaquin Subbasin, the shared border of which is delineated along the San Joaquin River; and

**WHEREAS**, the City has formed the City of Lathrop GSA, an exclusive GSA for its jurisdiction within the Eastern San Joaquin Subbasin; and

**WHEREAS**, RD 2062 and a portion of RD 2107 service areas are located within the City on the Stewart Tract, bounded by the San Joaquin Paradise Cut and Old River. RD 2062 and RD 2107 have formed the Stewart Tract GSA, an exclusive GSA overlaying the portion of the City within the Tracy Subbasin; and

**WHEREAS**, as authorized by SGMA, local agencies may request that basin boundaries be modified; and

**WHEREAS**, on January 29, 2018 an agreement with EKI Environment & Water, Inc. was approved to assist the City prepare a draft basin boundary modification request which argues, among other things, that including the entire City within the Tracy Subbasin would promote sustainable groundwater management, which is consistent with the standards by which a jurisdictional modification of a basin may be approved by DWR under the Basin Boundary Regulations; and

**WHEREAS**, on April 9, 2018 Council approved a Memorandum of Understanding (MOU) between City of Lathrop and Stewart Tract Groundwater Sustainability Agency (GSA) to pursue the BBMR, and cooperate to form a multi-agency GSA and develop a Groundwater Sustainability Plan in the Tracy Subbasin, as provided by SGMA; and

**WHEREAS**, the basin boundary modification is categorically exempt from CEQA pursuant to §15307 as an action taken by a regulatory agency as authorized by Sustainable Groundwater Management Act (SGMA) to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for the protection of the environment; and also categorically exempt from CEQA pursuant to §15308 of the CEQA Guidelines as an action taken by a regulatory agency as authorized by state law to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves a Basin Boundary Modification Request to align the Eastern San Joaquin and Tracy groundwater subbasins and determines the project is exempt from CEQA requirements.



The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

# A. Applicant Information

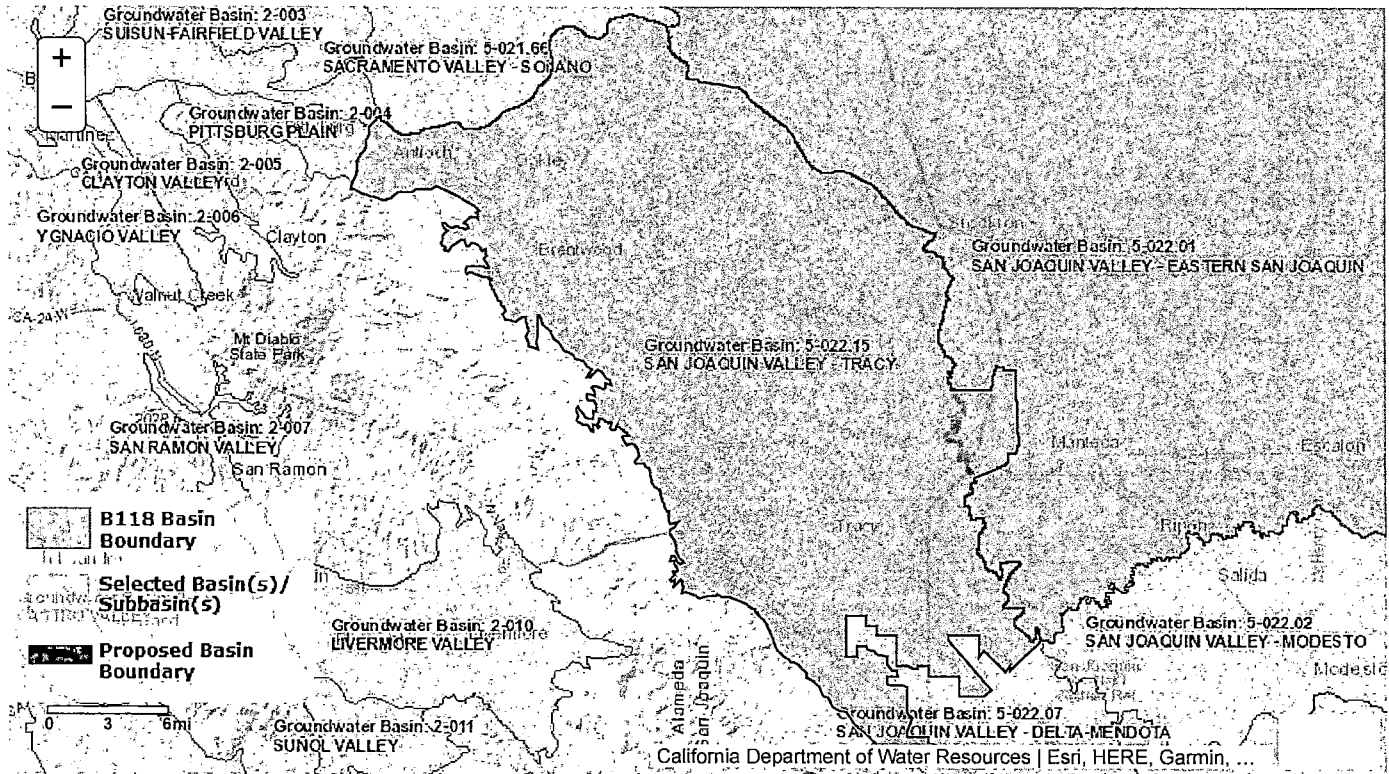
**ATTACHMENT® B** ©

## Requesting Agency Information

**Agency Name:** Lathrop City Of  
**Address:** 390 Towne Centre Drive  
**City:** Lathrop **Zip:** 95330  
**Work Phone:** (209) 941-7220 **Cell Phone:**  
**Email:** ssl Salvatore@ci.lathrop.ca.us **Fax:**

## Revision Request Manager Information

**Person Name:** Stephen Salvatore  
**Address:** 390 Towne Centre Drive  
**City:** Lathrop **Zip:** 95330  
**Work Phone:** (209) 941-7220 **Cell Phone:**  
**Email:** ssl Salvatore@ci.lathrop.ca.us **Fax:**



## B. Description of Proposed Boundary Modification

### 1. Short Description

Jurisdictional request to align the Eastern San Joaquin and Tracy Subbasins with the City of Lathrop's City Limit.

### 2. Type of basin boundary revision

Jurisdiction Internal

### 3. Provide a narrative overview of the boundary modification request and how the resulting modification would affect likelihood of sustainable management.

This boundary modification request would modify the boundaries of the Eastern San Joaquin (ESJ) Subbasin and the Tracy Subbasin to align with the City of Lathrop's (City's) City Limit, which is generally contiguous and included within the City's water service area. The current basin boundaries split the City's service area between two groundwater basins, requiring two Groundwater Sustainability Agencies (GSAs) (i.e., the City of Lathrop GSA and the Stewart Tract GSA) to cover the City, and the development and implementation of two Groundwater Sustainability Plans (GSPs). This boundary modification request is founded on a body of evidence that demonstrates that the modification promotes continued sustainable groundwater management. The City has a proven track record of sustainable groundwater management within its service area, and is committed to the sustainable management of groundwater in future. This commitment is articulated in the Memorandum of Understanding (MOU) between the City and Reclamation District (RD) 2062 (i.e., the Stewart Tract GSA) that formalizes their intent to form a joint GSA covering the entire City and to coordinate GSP development within the Tracy Subbasin. Further, the proposed boundary modification will not change conditions in the affected basins or impact the ability of groundwater to be managed sustainably in those basins.

**Attachment(s):**

### 4. List of the existing basin(s)/subbasin(s) to be modified by this request

5-022.01 SAN JOAQUIN VALLEY - EASTERN SAN JOAQUIN  
5-022.15 SAN JOAQUIN VALLEY - TRACY

### 5. Provide the proposed name for the new basin(s) or subbasin(s)

## C. Initial Notification and Combination of Requests

### 1. Was an initial notification submitted to the Department?

Yes

List of submitted initial notification for the selected basin(s)/subbasin(s).

Local Agency	Potential Basin(s)/Subbasin(s)
Eastern San Joaquin County Groundwater Basin Authority	5-022.16 SAN JOAQUIN VALLEY - COSUMNES , 5-022.01 SAN JOAQUIN VALLEY - EASTERN SAN JOAQUIN
Northern Delta GSA	5-021.65 SACRAMENTO VALLEY - SOUTH AMERICAN , 5-022.01 SAN JOAQUIN VALLEY - EASTERN SAN JOAQUIN , 5-021.66 SACRAMENTO VALLEY - SOLANO
Lathrop City Of	5-022.15 SAN JOAQUIN VALLEY - TRACY , 5-022.01 SAN JOAQUIN VALLEY - EASTERN SAN JOAQUIN
San Luis & Delta-Mendota Water Authority	5-022.07 SAN JOAQUIN VALLEY - DELTA-MENDOTA , 5-022.15 SAN JOAQUIN VALLEY - TRACY
Brentwood City Of	5-022.15 SAN JOAQUIN VALLEY - TRACY
Brentwood City Of	5-022.15 SAN JOAQUIN VALLEY - TRACY , 5-021.66 SACRAMENTO VALLEY - SOLANO
Brentwood City Of	5-022.15 SAN JOAQUIN VALLEY - TRACY

### 2. Does this application include a combination of requests?

No

## D. Required Documents for All Modifications

1. A copy of the statutory or other legal authority under which the requesting agency was created with specific citations to the provisions setting forth the duties and responsibilities of the agency.

Attachment(s):

- size: 1  
D1\_Lathrop\_GSA\_Resolution.pdf (149.6kB) Uploaded on 04/19/2018 at 06:48PM

2. A copy of the signed resolution adopted by the requesting agency formally initiating the boundary modification request process.

Attachment(s):

- size: 1  
D2\_BBMR Resolution No. 18-4335.pdf (466.8kB) Uploaded on 04/25/2018 at 10:15AM

3. A map of adequate scale (no greater than 1:24,000; e.g., 1:10,000 is not acceptable) showing the proposed modified basin boundary in relation to the existing Bulletin-118 basin boundary and the local agencies that are within or bordering the existing and proposed basin.

Attachment(s):

- size: 1  
Fig1\_Proposed\_Boundary\_with\_Local\_Agencies.pdf (2.4MB) Uploaded on 04/25/2018 at 10:03AM

4. A GIS shapefile of the proposed modified groundwater basin boundaries. Download Existing B118 basin shape file | DWR Spatial Data Standards

Attachment(s):

- size: 1  
D4\_ProposedTracyESJBoundaries.zip (285.6kB) Uploaded on 04/20/2018 at 02:37PM

5. A GIS shapefile of the political boundaries of any affected or adjacent local agency. Download water agency shape file

Attachment(s):

- size: 1  
D5\_WaterDistricts.zip (407.1kB) Uploaded on 04/20/2018 at 02:45PM

6. Any information, if necessary, to enable DWR to satisfy the requirements of a responsible agency pursuant to the California Environmental Quality Act.

City of Lathrop has determined that CEQA does not apply to this request due to statutory exemptions included under 14 CCR Section 15378 (b)(5) and 15061 (b)(3). More information is included in the attached draft Notice of Exemption, which will be filed with San Joaquin County in May 2018.

Attachment(s):

- size: 1  
D6\_CEQA Notice of Exemption.pdf (197kB) Uploaded on 04/20/2018 at 02:38PM

## E. General Information

1. Describe the lateral boundaries of the alluvial aquifer or aquifers that form the groundwater basin and the definable bottom of the basin. The description must be in terms that are clear, definite, and sufficiently detailed to allow an authoritative map of the proposed basin boundaries to be plotted using the given description.

Attachment(s):

- size: 1  
E1\_Basin Boundary Descriptions.pdf (477.7kB) Uploaded on 04/20/2018 at 02:45PM

## F. Notice and Consultation

1. List all local agencies and public water systems affected by the basin(s) modification request.

The following local agency and public water system are affected by the basin modification request: (1) Sharpe Army Depot, and (2) JR Simplot Co Public Water System.

**Attachment(s):**

- **size: 1**  
F1\_Public Notification Contact List.pdf (289.8kB) Uploaded on 04/20/2018 at 02:45PM

**2. Explain the methods used to identify interested local agencies and public water systems in the affected basin(s):**

Local agencies and public water systems affected by the modification request were identified using GIS shapefiles of district/water system boundaries (Source: U.S. Bureau of Reclamation MPGIS Service Center in coordination with the California Department of Water Resources) as well as California's Safe Drinking Water Information System. The criteria used for identifying affected agencies or public water systems was to identify those agencies and systems "whose jurisdictional area would, as a result of a boundary modification, include more, fewer, or different basins or subbasins than without the modification" (CWC Section 341(c) and (d)). Additional interested parties identified for stakeholder engagement included local agencies and public water systems in the City's Sphere of Influence and Area of Interest, as well as all of the 31 GSAs in the affected basins.

**3. Provide information regarding the nature of consultations with affected or interested agencies. Attach and cite any copies of correspondences with local agencies and public water systems and/or any other persons or entities consulted.**

A notice letter was sent to the two affected or interested agencies listed above in March 2018 to notify them regarding the potential Basin Boundary Modification Request and soliciting their feedback. To date, letters of support were received from Byron-Bethany Irrigation District and Westside Irrigation District, and are attached hereto. This section will be updated when the City receives additional letters of support by the basin boundary modification submittal deadline of 30 June 2018. In addition, the City met individually with the following entities who expressed verbal support for the City's Basin Boundary Modification Request: (1) County of San Joaquin during January and February 2018; (2) Stewart Tract GSA on 20 February 2018 and 7 March 2018; (3) Sharpe Army Depot on 8 March 2018; (4) JR Simplot Public Water System on 15 March 2018; (5) Stockton East Water District during March 2018; and (6) DWR on 16 February and 9 April 2018.

**Attachment(s):**

- **size: 4**  
F3\_Letters of Support.pdf (64.8kB) Uploaded on 04/20/2018 at 02:47PM  
F3\_Mailed Notifications to Affected Systems and Agencies.pdf (546.5kB) Uploaded on 04/23/2018 at 11:50AM  
F3\_Mailed Notifications to Interested Parties.pdf (13.9MB) Uploaded on 04/23/2018 at 11:50AM  
F3\_Email Notification to Affected and Interested Agencies.pdf (374.6kB) Uploaded on 04/23/2018 at 11:50AM

**4. Provide a summary of all public meetings at which the proposed boundary modification was discussed or considered by the requesting agency. Attach and cite any copies of agendas and notices published.**

The proposed boundary modification was discussed during the following public meetings: (1) February 14 ESJ Groundwater Authority meeting; (2) March 14 ESJ Groundwater Authority meeting; (3) April 11 ESJ Groundwater Authority meeting; (4) January 29 City Council meeting, and (5) April 9 City Council meeting.

**Attachment(s):**

- **size: 6**  
Lathrop CC 29-01-2018\_Agenda.pdf (2MB) Uploaded on 04/23/2018 at 11:51AM  
Lathrop CC 29-01-2018\_Minutes.pdf (386.4kB) Uploaded on 04/23/2018 at 11:51AM  
Lathrop CC 09-04-2018\_Agenda.pdf (2.6MB) Uploaded on 04/23/2018 at 11:51AM  
ESJ GWA 02142018 Agenda.pdf (4MB) Uploaded on 04/23/2018 at 11:51AM  
ESJ GWA 03142018 Agenda and 02142018 Minutes.pdf (3.8MB) Uploaded on 04/23/2018 at 11:51AM  
ESJ GWA 04112018 Agenda and 03142018 Minutes.pdf (4.7MB) Uploaded on 04/23/2018 at 11:51AM

**5. Attach a copy of all comments regarding the proposed boundary modification received by the requesting agency and a summary of any responses made by the requesting agency.**

The City of Lathrop did not receive any comments regarding the proposed boundary modification.

## G. General Existing Groundwater Management

All requests for jurisdictional modification pursuant to Section 342.4 MUST include responses to the following questions.

**1. Explain how sustainable groundwater management exists or could likely be achieved in the basin:**

**Attachment(s):**

- **size: 4**  
Fig2\_LathropWaterRWInfrastructure.pdf (2.5MB) Uploaded on 04/25/2018 at 10:06AM  
Fig3\_Lathrop\_Hydrographs.pdf (2.7MB) Uploaded on 04/25/2018 at 10:06AM  
Fig4\_GICIMA\_S2007\_2017\_Change.pdf (2.1MB) Uploaded on 04/25/2018 at 10:06AM  
G1\_Achieving Sustainable Groundwater Management.pdf (406.1kB) Uploaded on 04/24/2018 at 05:44PM

2. Explain how the proposed boundary modification would affect the ability of adjacent groundwater basins to sustainably manage groundwater in those groundwater basins.

As mentioned in Section G1, the City is the third smallest City in San Joaquin County and its groundwater pumping only accounts for about 0.4% of the total groundwater pumping in the ESJ Subbasin. Therefore, this request will have a minimal impact on either basin's ability to achieve sustainable groundwater management. As evidenced by their letters of support, agencies in the affected basins recognize the difficulty that the City would otherwise face in managing SGMA compliance in two basins, and support the change to the groundwater basin boundaries. The City has been working with the ESJ JPA member agencies to minimize any potential administrative and financial impact of the basin boundary modification. In the Tracy Subbasin, the City has participated in SGMA discussions as an interested party and in coordination with the Stewart Tract GSA. Familiarity with the SGMA process in the Tracy Subbasin and the partner agencies there will allow the City to smoothly transition its support to SGMA compliance efforts in the Tracy Subbasin.

3. Provide a historical summary of the sustainable management of groundwater levels in the proposed basin(s) or subbasin(s).

Attachment(s):

▪ size: 5

Fig3\_Lathrop\_Hydrographs.pdf (2.7MB) Uploaded on 04/25/2018 at 10:07AM

Fig4\_GICIMA\_S2007\_2017\_Change.pdf (2.1MB) Uploaded on 04/25/2018 at 10:07AM

Fig5\_SJC\_Fall2016\_GWE.pdf (4.8MB) Uploaded on 04/25/2018 at 10:07AM

G3\_Tracy\_Summary of Groundwater Conditions.pdf (3.4MB) Uploaded on 04/24/2018 at 05:44PM

G3\_Historical Sustainable Management of Groundwater Levels.pdf (529.2kB) Uploaded on 04/24/2018 at 05:45PM

4. Discuss potential impacts to state programs resulting from the proposed boundary modification, including, but not limited to, the California Statewide Groundwater Elevation Monitoring (CASGEM), Groundwater Management Plans developed pursuant to AB 3030, Groundwater Sustainability Plans developed pursuant to the Sustainable Groundwater Management Act, any applicable state or regional board plans, and other water management and land use programs.

No state programs will be affected as a result of the proposed boundary modification. San Joaquin County will continue to be the CASGEM monitoring entity for the areas underlying the City in both affected basins.

## H. Local Support

All requests for boundary modification must include the following:

1. Provide any evidence that sufficient information was provided to affected agencies and systems regarding the proposed boundary modification.

As mentioned in Section F3, a notice letter was sent to the affected agency and affected system (i.e. Sharpe Army Depot and JR Simplot Co Public Water System) in March 2018 to notify them regarding the potential basin boundary modification request and soliciting their feedback. In addition, the City met individually with Sharpe Army Depot and JR Simplot Co Public Water System on 8 March 2018 and 15 March 2018, respectively.

Attachment(s):

▪ size: 1

F3\_Mailed Notifications to Affected Systems and Agencies.pdf (546.5kB) Uploaded on 04/23/2018 at 11:55AM

2. Provide a list of all affected agencies and affected systems that submitted comments and/or documents in support or opposition to the proposed boundary. The agency submitting their support or opposition for a boundary modification must provide a copy of a resolution formally adopted by the decision-making body of the affected agency or system or a letter signed by an executive officer or other official with appropriate delegated authority who represents the agency or system. Attach copies of the resolution and/or signed letter detailing the support or opposition submitted.

No comments in support or opposition were submitted by the affected agency and affected system. This section will be updated if additional comments were received by the City by the basin boundary modification submittal deadline of 30 June 2018.

3. Provide any evidence that rebuts any opposition to the proposed boundary modification.

No opposition has been expressed with respect to the proposed boundary modification.

## I. Hydrogeologic Conceptual Model

Requests for boundary modification, must include a document or text to a clearly defined hydrogeologic conceptual model demonstrating each of the following:

1. Principal aquifer units within requested basin.
2. Lateral boundaries of the proposed basin, including:
  - A. Geologic features that significantly impede or impact groundwater flow.
  - B. Aquifer characteristics that significantly impede or impact groundwater flow.
  - C. Significant geologic and hydrologic features and conditions of the principle aquifer units, as appropriate, including information regarding the confined or unconfined nature of the aquifer, facies changes, truncation of units, the presence of faults or folds that impede groundwater flow, or other groundwater flow restricting features.
  - D. Key surface water bodies, groundwater divides and significant recharge sources.
3. Recharge and discharge areas within the basin.
4. Definable bottom of the basin or subbasin.

The department may waive this requirement for an internal boundary modification if the requesting agency is able to demonstrate that the proposed boundary modification is unlikely to affect sustainable groundwater management.

It is requested that the Hydrogeologic Conceptual Model requirement be waived for this internal boundary modification. This modification does not introduce any new hydrologic or geologic features that would impact sustainable groundwater management in any of the affected basins. In the City's meeting with DWR on 16 February 2018, DWR recommended that the City not present scientific evidence in support of this jurisdictional request.

## L. Technical Studies for All Jurisdictional Modifications

Requests for a jurisdictional boundary must attach or provide a URL or upload a file for the following:

1. A water management plan that covers or is in the immediate vicinity of the proposed basin or portion of the proposed basin and satisfies the requirement of Water Code sections 10753.7(a) or 10727 by attaching one of the following:
  - A. An adopted groundwater management plan, a basin wide management plan, or other integrated regional water management program or plan.
  - B. Management pursuant to an adjudication action.
  - C. One or more technical studies that cover the relevant portion of a basin or subbasin and adjacent areas.

Attachment(s):

- size: 2
  - L1\_CityofTracyRegional\_GWMP\_2007.pdf (188.4MB) Uploaded on 04/24/2018 at 05:49PM
  - L1\_EasternSanJoaquinGWB\_GWMP\_2004.pdf (7.8MB) Uploaded on 04/24/2018 at 05:45PM

2. A statement of the existing and planned coordination of sustainable groundwater management activities and responsibilities where required.

The City has signed a MOU with RD 2062 to cooperate in forming a multi-agency GSA covering the existing City of Lathrop GSA and Stewart Tract GSA and thereafter in GSP development in the Tracy Subbasin, if the proposed modification is approved by DWR. The MOU was approved by Lathrop City Council on April 9, 2018.

Attachment(s):

- size: 1
  - L2\_MOU\_Lathrop\_RD2062.pdf (50.4kB) Uploaded on 04/26/2018 at 01:10PM

*Created on 04/19/2018 at 6:44PM, last modified on 04/30/2018 at 11:32AM and page generated on 04/30/2018 at 11:32AM*

**SELECTED ATTACHMENTS TO BE UPLOADED WITH THE  
BASIN BOUNDARY MODIFICATION REQUEST**



**NOTICE OF EXEMPTION**

**Appendix E**

**To:**

County Clerk  
County of San Joaquin  
44 N. San Joaquin St #260  
Stockton, CA 95202

**From:**

City of Lathrop, Community Development Dept.  
Planning Division  
390 Towne Center Drive  
Lathrop, CA 95330  
Phone: 209-941-7200

**To (if applicable):**

Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

**Project Title:** City of Lathrop, Basin Boundary Modification – Jurisdictional Internal.

**Project Applicant:** City of Lathrop

**Project Location - Specific:** Citywide.

**Project Location – City:** Lathrop

**Project Location – County:** San Joaquin

**Description of Nature, Purpose and Beneficiaries of Project:**

Jurisdictional Internal Boundary Modification to align the Eastern San Joaquin and Tracy Subbasins with the City of Lathrop's City Limit as afforded by the Sustainable Groundwater Management Act (SGMA), (Part 2.74 of Division 6 of the Water Code, beginning with Section 10720)

**Name of Public Agency Approving Project:** City of Lathrop

**Name of Person or Agency Carrying Out Project:** City of Lathrop

**Exempt Status:**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: §15307 & §15308
- Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:**

The basin boundary modification is exempt from the California Environmental Quality Act (CEQA) because the project is an internal, jurisdictional boundary modification under the SGMA that is not a scientific modification but promotes sustainable groundwater management. The boundary modification continues existing uses and does not result in a change in management of groundwater resources or a physical change in the groundwater basin. The basin boundary modification is categorically exempt from CEQA pursuant to Section 15307 as an action taken by a regulatory agency as authorized by SGMA to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for the protection of the environment; and also categorically exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines as an action taken by a regulatory agency as authorized by state law to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Mark Meissner

Lead Agency Contact Person:

\_\_\_\_\_  
Signature (City of Lathrop)

\_\_\_\_\_  
Date:

(209) 941-7266

Area Code/telephone/Extension:

Assistant Community Development Director

Title:

Lathrop BBMR Public Notification Contact List

*Affected Agencies / Systems*

Agency / Public Water System Name	Basin(s)	POC Name	POC Phone	POC Email/Address	Communication	
					Letter	Meeting
Sharpe Army Depot	ESJ	Daniel Dickinson	(214) 312-4171	dickinsondb@aafes.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
JR Simplot Co (PWSID CA3900810)	ESJ	Ryan Mock	(209) 858-6470	PO BOX 198, Lathrop, CA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*Agencies / Systems within Lathrop's SOI & AOI*

Agency / Public Water System Name	Basin(s)	POC Name	POC Phone	POC Email/Address	Communication	
					Letter	Meeting
Stewart Tract Groundwater Sustainability Agency	Tracy	Ryan Alameda	(209) 879-7900	ralameda@riverislands.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Haven Acres River Club Inc (PWSID CA3900813)	ESJ	Anna Martinez	(209) 607-9732	1691 W Frewert Rd, Lathrop, CA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The River Mill (PWSID CA3901365)	ESJ	--	(209) 983-9114	PO BOX 682, French Camp, CA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TSI Trans System Inc (PWSID CA3901453)	ESJ	Eddie Lawson	(209) 983-8654	707 E Roth Rd, French Camp, CA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*All GSAs within Tracy and ESJ Subbasins*

GSA Name	Basin(s)	POC Name	Phone	POC Email/Address	Communication	
					Letter	Meeting
Central Delta Water Agency	ESJ	George Biagi, Jr.	(209) 481-5201	gbiagi@deltabluegrass.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central San Joaquin Water Conservation District	ESJ	Grant Thompson	(209) 639-1580	gtom@velociter.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City of Manteca	ESJ	Rich Silverman	(209) 456-8017	rsilverman@ci.manteca.ca.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Eastside San Joaquin Groundwater Sustainability Agency	ESJ	Russ Thomas	(209) 480-8968	rthomascwd@hotmail.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lathrop City Of	ESJ	Steve Salvatore	(209) 941-7220	ssalvatore@ci.lathrop.ca.us	-	-
Linden County Water District	ESJ	David Fletcher	(209) 887-3202	dgfpe@comcast.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lockeford Community Service District	ESJ	Mike Henry	(209) 712-4014	midot@att.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lodi City Of	ESJ	Alan Nakanishi	(209) 333-6702	anakanishi@lodi.gov	<input checked="" type="checkbox"/>	<input type="checkbox"/>
North San Joaquin Water Conservation District	ESJ	Tom Flinn	(209) 663-8760	tomflinn2@me.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oakdale Irrigation District	ESJ	Eric Thorburn	(209) 840-5525	ethorburn@oakdaleirrigation.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
San Joaquin County - ESJ	ESJ	Brandon Nakagawa	(209) 468-3089	bnakagawa@sjgov.org	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
San Joaquin County No. 2 (Cal Water)	ESJ	John Freeman	(209) 547-7900	jfreeman@calwater .com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
South Delta Water Agency	ESJ	John Herrick	(209) 956-0150	jherrlaw@aol.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
South San Joaquin Groundwater Sustainability Agency	ESJ	Dale Kuil	(209) 670-5829	dkuil@ssjid.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stockton City Of	ESJ	Elbert Holman	(209) 937-8244	hoytjr63@yahoo.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stockton East Water District	ESJ	Melvin Panizza	(209) 948-0333	melpanizza@aol.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Woodbridge Irrigation District	ESJ	Anders Christensen	(209) 625-8438	widirrigation@gmail.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Banta-Carbona Irrigation District	Tracy	David Weisenberg	(209) 835-4670	bcid@inreach.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Byron-Bethany Irrigation District	Tracy	Kelley Geyer	(209) 608-1428	k.geyer@bbid.org	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City of Antioch	Tracy	Scott Buenting	(925) 779-6129	sbuenting@ci.antioch.ca.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City of Brentwood	Tracy	Chris Ehlers	(925) 516-6030	cehlers@brentwoodca.gov	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contra Costa County	Tracy	Ryan Hernandez	(925) 674-7824	ryan.hernandez@dcd.cccounty.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Diablo Water District	Tracy	Mike Yeraka	(925) 625-3798	mikegm1@aol.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discovery Bay Community Services District	Tracy	Michael Davies	(925) 634-1131	mdavies@todb.ca.gov	<input checked="" type="checkbox"/>	<input type="checkbox"/>
East Contra Costa Irrigation District	Tracy	Patricia Corey	(925) 634-3544	patcorey@cwo.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
San Joaquin County - Tracy	Tracy	Brandon Nakagawa	(209) 468-3089	bnakagawa@sjgov.org	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Stewart Tract GSA	Tracy	Ryan Alameda	(209) 879-7900	ralameda@riverislands.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tracy City Of	Tracy	Steve Bayley	(209) 831-6356	SteveB@ci.tracy.ca.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>
West Side Irrigation District	Tracy	Rick Gilmore	(209) 835-0503	r.gilmore@bbid.org	<input checked="" type="checkbox"/>	<input type="checkbox"/>
County of Sacramento	Tracy	Keery Schmitz	(916) 874-4681	schmitzk@SacCounty.NET	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## E. General Information

1. ***Describe the lateral boundaries of the alluvial aquifer or aquifers that form the groundwater basin and the definable bottom of the basin. The description must be in terms that are clear, definite, and sufficiently detailed to allow an authoritative map of the proposed basin boundaries to be plotted using the given description.***

### Eastern San Joaquin Subbasin

The Eastern San Joaquin Subbasin is defined by the areal extent of unconsolidated to semiconsolidated sedimentary deposits described as follows.

As defined by DWR in its *California Groundwater – Bulletin 118, Update 2003* and updated in the *Bulletin 118 - Interim Update 2016*, the Eastern San Joaquin (ESJ) Subbasin is bounded by the Stanislaus River on the south, consolidated bedrock on the east, and the San Joaquin County line on the north. There is no proposed revision to the existing southern, eastern, and northern boundaries of the ESJ Subbasin as part of this request.

The western boundary (from north to south) of the proposed boundary follows the San Joaquin River (i.e., the current boundary) to the intersection with the northern border of the City of Lathrop. From this intersection, the proposed boundary deviates to the west following City of Lathrop's boundary until it crosses the San Joaquin River, and then follows the San Joaquin River to the south (i.e., the current boundary).

### Tracy Subbasin

The Tracy Subbasin is defined by the areal extent of unconsolidated to semiconsolidated sedimentary deposits described as follows.

The Tracy Subbasin is bounded on the east by the Mokelumne and San Joaquin Rivers and on the west by the Diablo Range, as defined by DWR in its *California Groundwater – Bulletin 118, Update 2003*. A modification to the southern boundary was approved and documented in the *Bulletin 118 - Interim Update 2016*. The southern boundary of the Tracy Subbasin (from east to west) follows the San Joaquin – Stanislaus County line, deviates north following the West Stanislaus Irrigation District and Del Puerto Water District boundaries, then continues following the San Joaquin – Stanislaus County line. There is no proposed revision to the existing eastern, southern, and western boundaries of the Tracy Subbasin as part of this request.

The eastern boundary (from north to south) of the proposed Tracy Subbasin boundary follows the San Joaquin River (i.e., the current boundary) to the intersection with the northern border of the City of Lathrop. From this intersection, the proposed boundary deviates to the east following City of Lathrop's boundary until it crosses the San Joaquin River, and then follows the San Joaquin River to the south (i.e., the current boundary).

## G. General Existing Groundwater Management

### 1. *Explain how sustainable groundwater management exists or could likely be achieved in the basin.*

The City of Lathrop's water system infrastructure serves water to customers throughout its service area, which overlies both the Eastern San Joaquin (ESJ) Subbasin and the Tracy Subbasin. The City operates five active groundwater wells, which on average supply 3,600 acre-feet per year (AFY), or 90% of the City's current water demand. Based on the estimated basin-wide pumping in the 2004 ESJ Groundwater Management Plan, the City's groundwater use only represents approximately 0.4% of the total groundwater pumping in the ESJ Subbasin. Lathrop has invested in a reliable surface water supply (i.e. the South County Water Supply Project [SCWSP]) to meet much of its projected demands and has no plans to install new groundwater supply wells. The City has a contractual allocation of 6,887 AFY<sup>1</sup> as part of SCWSP-Phase 1 and will be entitled to 10,671 AFY after completion of SCWSP-Phase 2.

The City also operates a recycled water distribution system that supplies recycled water for both urban and agricultural irrigation. The current recycled water system consists of approximately 30 miles of recycled water pipeline with a distribution capacity of 1.0 million gallons per day. Notably, the City contributes to groundwater recharge in both underlying basins via percolation of applied surface water and recycled water. Figure 2 shows the City's existing water and recycled water system infrastructure.

As part of routine operations, the City collects water level and water quality data from its municipal supply wells and other monitoring wells it has installed and maintained throughout the City. Those data are maintained by Public Works.

As described in further detail in Section G3, the City has participated in groundwater management and planning efforts in both the Tracy and ESJ Subbasins, including groundwater sustainability agency (GSA) formation and participation in regular basin-scale meetings. At the local scale the City has invested in master planning and groundwater investigation and modeling efforts to better optimize its groundwater resources from a quantity, quality and sustainability standpoint.

Despite well-documented overdraft conditions in the majority of the ESJ Subbasin (see Section G3), groundwater levels beneath the City have been stable for decades (Figure 3), demonstrating long-term sustainable management of the groundwater resource. In fact, there has been up to a 10-foot increase in groundwater levels within and proximate to the City over the past 10 years (Figure 4). Further, as shown on Fall 2016 groundwater elevation contours for San Joaquin County (Figure 5), groundwater elevations remain elevated beneath the City indicating that Lathrop is not causing or contributing to any groundwater overdraft in the ESJ or Tracy Subbasins.

The City's jurisdictional area is currently covered by the City of Lathrop GSA in the ESJ Subbasin and by the Stewart Tract GSA in the Tracy Subbasin. The ESJ subbasin is designated as high priority and critically-overdrafted and thus is subject to an accelerated compliance timeline under the Sustainable Groundwater Management Act (SGMA). In the ESJ Subbasin, the City has been coordinating SGMA compliance with 17 other GSAs through the Eastern San Joaquin Groundwater Authority, a Joint Powers Authority. The Tracy Subbasin is a medium priority basin, and is therefore subject to the January 2022 Groundwater

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<sup>1</sup> Post City's sale of 1,120 AFY SCWSP contractual allocation to the City of Tracy in August 2013.

Sustainability Plan (GSP) adoption deadline. The City has been coordinating with Stewart Tract GSA and has participated in SGMA discussions in the Tracy Subbasin as an interested party.

Lathrop is the third smallest City in San Joaquin County and groundwater has been managed sustainably by the City for decades, as evidenced by the available groundwater level data and the City's investments in recycled water and surface water. It does not make sense for the City's rate payers to support two GSAs, two GSPs, and the on-going management of two different groundwater basins. Therefore, the request to consolidate the City into the Tracy Subbasin, which has more similar characteristics and conditions as are found in the City (see similar groundwater level trends, Figure 4), will allow the City to have a single GSA covering its entire jurisdictional area (see the Memorandum of Understanding between the City and Stewart Tract GSA) and increase the City's ability to efficiently and sustainably manage groundwater. The City's interest in pursuing this request is to look out for the long-term interests of the City's water customers, and to continue sustainable management of its local groundwater resources.

## G. General Existing Groundwater Management

### 3. *Provide a historical summary of the sustainable management of groundwater levels in the proposed basin(s) or subbasin(s).*

#### Sustainable Management of Groundwater Within the City of Lathrop

The City of Lathrop's water system infrastructure serves water to customers throughout its service area, which overlies both the Eastern San Joaquin (ESJ) Subbasin and the Tracy Subbasin. The City operates five active groundwater wells, which on average supply 3,600 acre-feet per year (AFY), or 90% of the City's current water demand. Based on the estimated basin-wide pumping in the 2004 ESJ Groundwater Management Plan, the City's groundwater use only represents approximately 0.4% of the total groundwater pumping in the ESJ Subbasin. Lathrop has invested in a reliable surface water supply (i.e. the South County Water Supply Project [SCWSP]) to meet much of its projected demands and has no plans to install new groundwater supply wells. The City has a contractual allocation of 6,887 AFY<sup>1</sup> as part of SCWSP-Phase 1 and will be entitled to 10,671 AFY after completion of SCWSP-Phase 2.

The City also operates a recycled water distribution system that supplies recycled water for both urban and agricultural irrigation. The current recycled water system consists of approximately 30 miles of recycled water pipeline with a distribution capacity of 1.0 million gallons per day. Notably, the City contributes to groundwater recharge in both underlying basins via percolation of applied surface water and recycled water. Figure 2 shows the City's existing water and recycled water system infrastructure.

As part of routine operations, the City collects water level and water quality data from its municipal supply wells and other monitoring wells it has installed and maintained throughout the City. Those data are maintained by Public Works.

Figure 3 shows long-term groundwater elevation data from the California Statewide Groundwater Elevation Monitoring (CASGEM) program in the vicinity of Lathrop. Despite well-documented overdraft conditions in the ESJ Subbasin, groundwater levels beneath the City have been stable for decades. Over the past 10 years, there has been up to a 10-foot increase in groundwater levels observed beneath the City (Figure 4). Groundwater levels also remain relatively stable throughout the year. For example, fall water levels, after the higher-use summer months, average only about three feet lower than groundwater elevations in the spring.

As shown on Fall 2016 groundwater elevation contours for the San Joaquin County (Figure 5), the groundwater table generally slopes from southeast to northwest underlying the southern portion of the City and from south to north underlying the northern portion of the City. The highest groundwater elevations occur near Yosemite Avenue, east of McKinley Avenue, while the lowest groundwater elevations occur along Roth Road, with some localized variations due to industrial and municipal groundwater pumping operations (Figure 3). As shown on Figure 5, groundwater elevations are elevated beneath the City, indicating that Lathrop is managing its local groundwater resources sustainability and not causing or contributing to any groundwater overdraft in the ESJ or Tracy Subbasins.

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<sup>1</sup> Post City's sale of 1,120 AFY SCWSP contractual allocation to the City of Tracy in August 2013.

As described in further detail below, the City has participated in groundwater management and planning efforts in both the Tracy and ESJ Subbasins, including groundwater sustainability agency (GSA) formation and participation in regular, basin-scale meetings. At the local scale the City has invested in master planning and groundwater investigation and modeling efforts to better optimize its groundwater resources from a quantity, quality and sustainability standpoint. The following lists the City's recent groundwater planning and investigation efforts.

- **Groundwater Model Development:** In 2004, the City developed a flow and particle tracking model (SGI Model) to model groundwater flow in the vicinity of Lathrop. The purpose of the SGI Model was to analyze the potential migration of high total dissolved solids (TDS) water towards the City's service area. The SGI Model was later updated and refined as part of the City's *2009 Water Supply Study* and its *2015 Arsenic and Uranium Study* (see below).
- **Sentry Wells:** In 2008, the City constructed two monitoring wells (Sentry Wells) east of the San Joaquin River to address data gaps related to groundwater quality characterization for the *2009 Water Supply Study*. The wells have been routinely monitored since 2008.
- **2009 Water Supply Study:** In 2009, the City conducted a comprehensive water supply planning effort to ensure adequate water supplies would be available to meet anticipated water demand in the City. As part of the Water Supply Study (WSS), the City investigated trends in groundwater flow and quality using the SGI Model and data collected from the Sentry Wells. The WSS concluded that the City had sufficient supply to meet anticipated demands through continued implementation of conjunctive use of its surface and groundwater supplies. The WSS also recommended that the City invest in the development of non-potable water supplies (i.e., recycled water).
- **2015 Arsenic and Uranium Study:** In 2015, the City investigated the extent of naturally-occurring arsenic and uranium near Well 21 and evaluated the feasibility of constructing a well field near Well 21. As part of the effort, the City conducted a broad water sampling of water quality at known private and municipal wells. The SGI Model was also updated as part of that effort.
- **2015 Urban Water Management Plan (UWMP):** In its 2015 UWMP, the City identified existing and planned surface water, groundwater, and recycled water sources to meet the City's projected water demands through 2040. The UWMP discussed groundwater conditions and management in the ESJ and Tracy Subbasins, as well as within the City. The UWMP was developed in coordination of the City's recent infrastructure master planning process described below.
- **2018 Integrated Water Resources Master Planning:** The City is currently in the process of completing a comprehensive update to the City's water, wastewater, and recycled water master plans. The master plans provide a systemized and unified process to forecast future water demand, wastewater flows, and recycled water demands; evaluate the water supply reliability, water quality trends, and other factors; and address the interdependencies of water resources infrastructure needs. The water master plan is an update to the City's previous water master planning efforts during 2001, 2006, and 2013.

### Sustainable Management of Groundwater in the ESJ Subbasin

The ESJ Subbasin is designated as a high priority critically-overdraft basin in the Department of Water Resources' (DWR's) *Bulletin 118 - Interim Update 2016*, which is a continued designation from the DWR Bulletin 118 updates in 1980 and 2003. According to the ESJ Groundwater Authority in its 2017 Proposition 1 Grant Application for the ESJ Subbasin, groundwater levels have dropped more than 100 feet in some areas relative to pre-development levels. Figures 2-1 through 2-4 of the attached ESJ Groundwater Management Plan (GWMP) in Section L1 show a significant cone of depression centered east of Stockton. The most recent Groundwater Report for the ESJ Subbasin produced by San Joaquin County is also attached and shows groundwater conditions during Fall 2016, which show a similar interpretation of groundwater conditions in the ESJ Subbasin (see also Figure 5).

In 2001, agencies in the ESJ Subbasin came together to form the Northeastern San Joaquin County Groundwater Basin Authority (GBA) to develop a consensus-based approach to water resources planning and conjunctive water management. The GBA prepared the ESJ GWMP in September 2004, which is compliant with the requirements of Senate Bill (SB) 1938. The planning area of the ESJ GWMP includes the portion of the then ESJ Subbasin underlying San Joaquin County (prior to the 2016 basin boundary modification), including the eastern portion of the City. Various local agencies and interest groups were actively involved in the planning process, including the City.

Since SGMA was enacted in 2014, the GBA, through the leadership of San Joaquin County, has taken the lead on SGMA planning in the ESJ Subbasin. The GBA established a SGMA Working Group in August 2015 to pursue a coordinated approach to SGMA implementation within the ESJ Subbasin, and the group has held monthly meetings since then. In addition, an Ad Hoc Technical Review Committee meets regularly. The Lathrop City Council approved the City joining the GBA and participating in the SGMA Working Group in September 2015.

The GBA members developed a Joint Powers Authority (JPA) "for the purpose of coordinating the various GSAs' management of the Basin, in accordance with SGMA." The details of the JPA were finalized in early 2017 and included the establishment of the Eastern San Joaquin Groundwater Authority (ESJ Groundwater Authority), composed of the JPA member agencies. To date, the City is a signatory to the JPA and has coordinated with other GSAs in the ESJ Subbasin through the ESJ Groundwater Authority, which has become the major forum of basin-wide groundwater management since its formation in 2017.

### Sustainable Management of Groundwater in the Tracy Subbasin

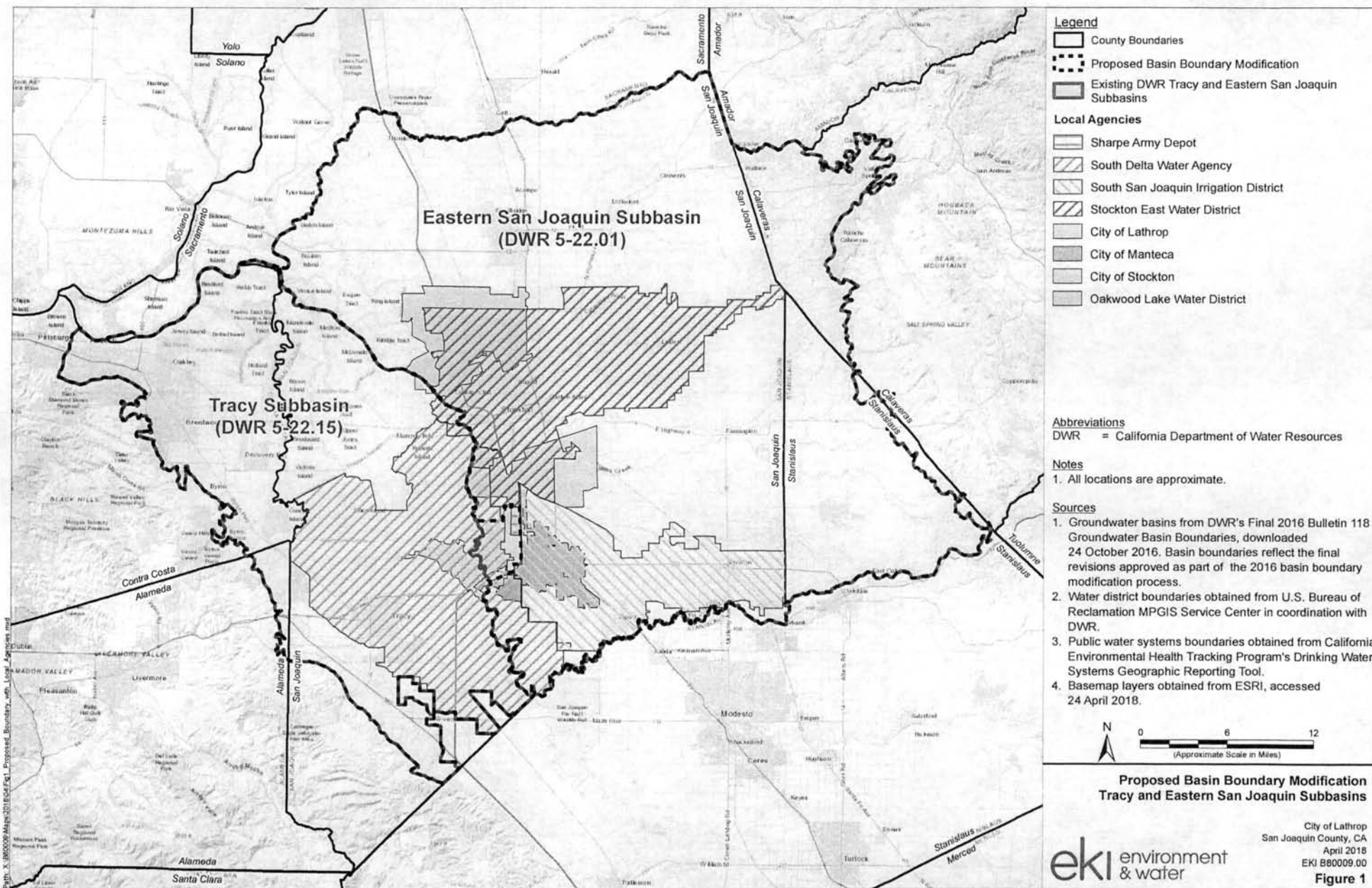
The Tracy Subbasin consists of two primary aquifers: a shallow, unconfined aquifer and a deeper confined aquifer. Groundwater elevations in the unconfined aquifer have been relatively stable over time, and groundwater flows from south to north. Groundwater elevations in the confined aquifer are monitored by the City of Tracy, who operates several production wells for municipal use. Historically, groundwater production by the City of Tracy has resulted in a pumping depression. In its most recent UWMP, however, the City of Tracy reported that groundwater elevations have risen steadily in the past decade and the pumping depression has decreased in size as the City has reduced its reliance on groundwater. This general increase in groundwater levels is shown on Figures 11 through 37 in the City of Tracy's *Summary of Groundwater Conditions, October 2011 through September 2013*, attached hereto.

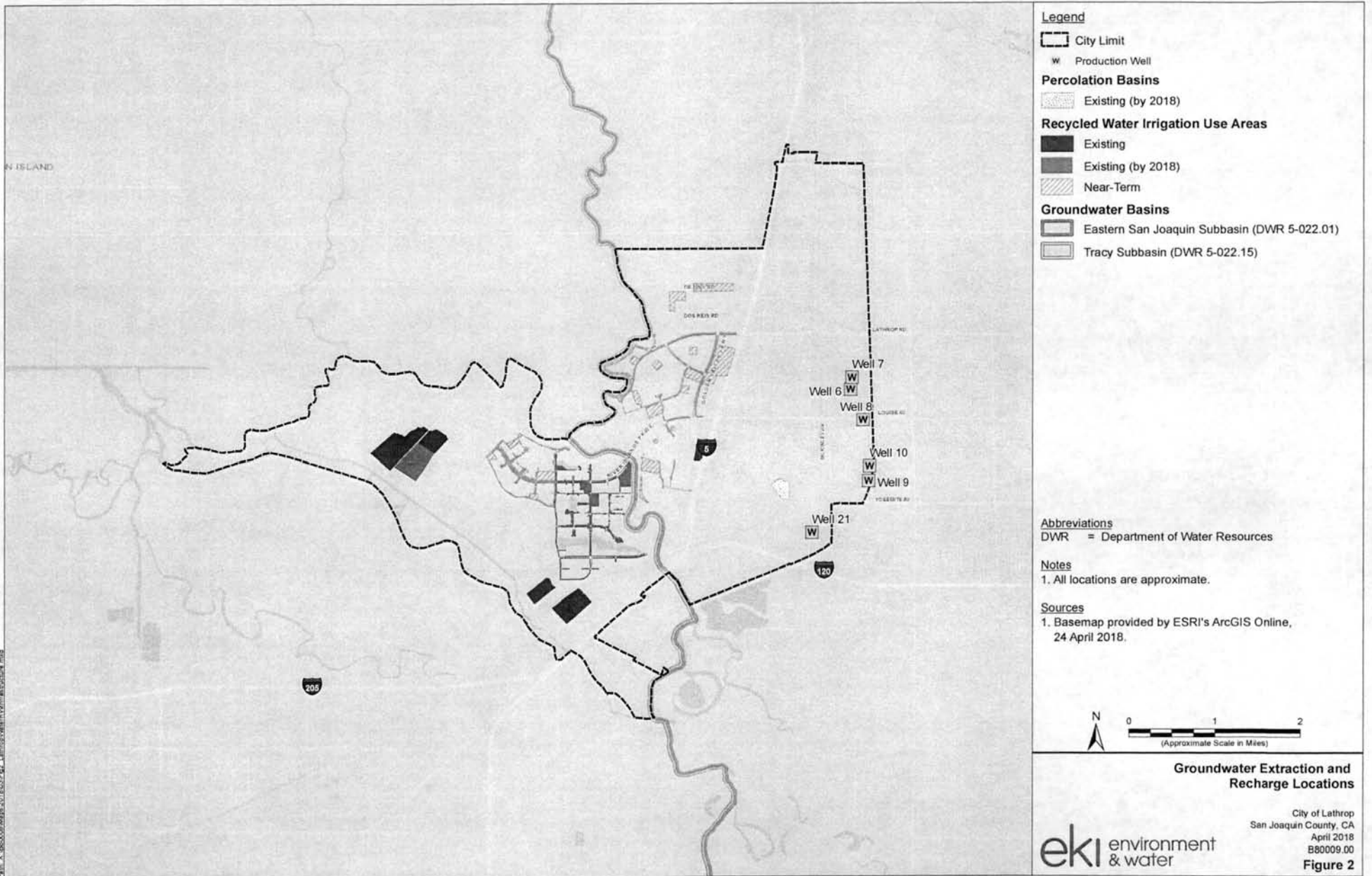


In the Tracy Subbasin, Byron-Bethany Irrigation District, Banta-Carbona Irrigation District, the City of Tracy, and San Joaquin County formed a Groundwater Advisory Committee to facilitate the development of a regional groundwater management plan for the Tracy Subbasin. The City of Tracy received a grant from DWR to develop the plan, and in 2007 the entities adopted the Tracy GWMP (attached in Section L1). The planning area of the Tracy GWMP encompasses the portion of the Tracy Subbasin underlying San Joaquin County, including the western portion of the City.

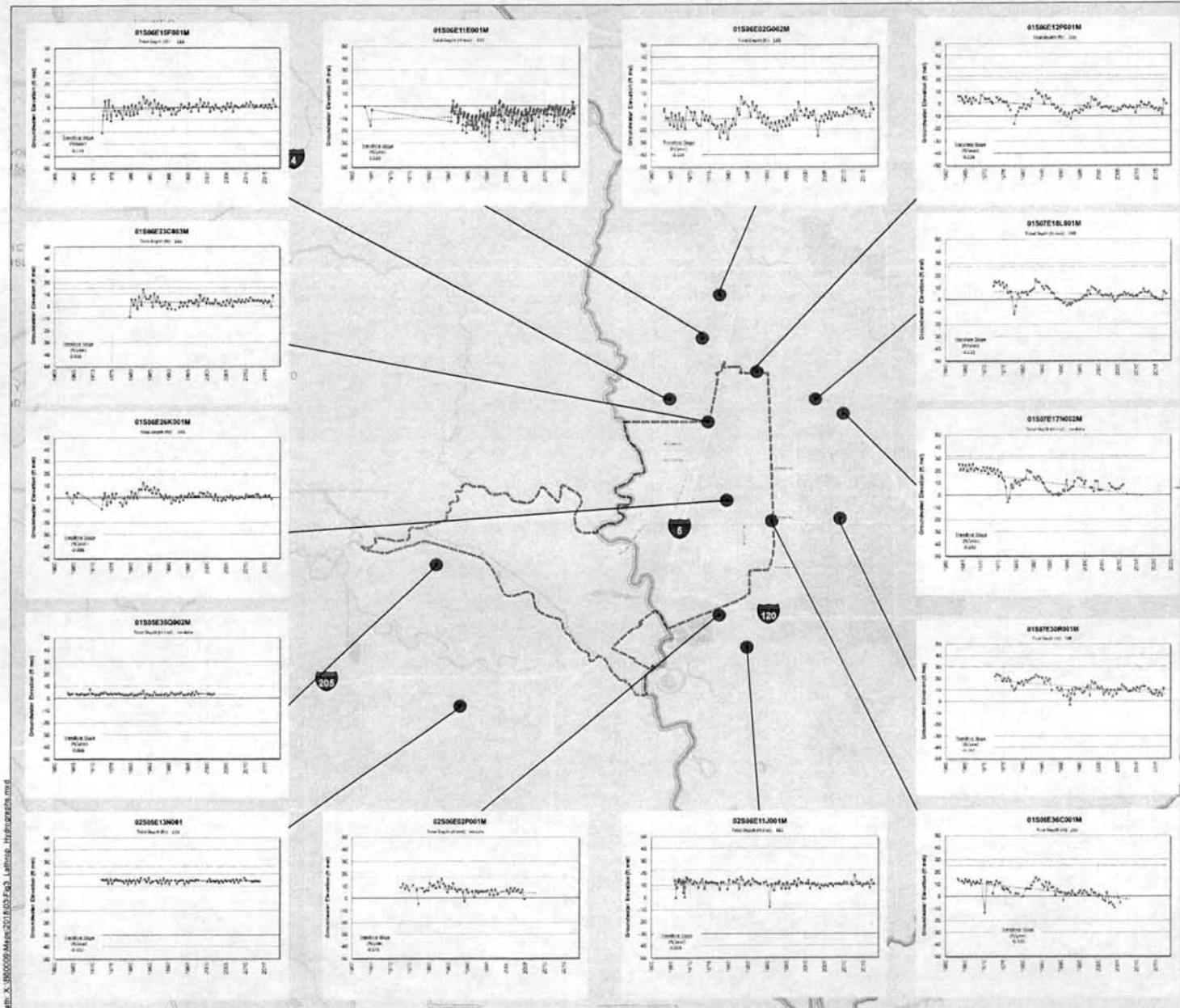
The Tracy GWMP concluded that the Tracy Subbasin is “full”, but experiences groundwater quality issues in portions of the basin associated with nitrate, boron, sulfate, chloride, and total dissolved solids (TDS). As such, many of the groundwater management options that were recommended focused on sustaining and protecting basin recharge as well as managing pumping in order to improve water quality within the basin.

Since 2015, thirteen exclusive GSAs have been formed in the Tracy Subbasin, covering the entire Tracy Subbasin. In 2016, local agencies in the Tracy Subbasin supported a basin boundary modification to move two straddling water districts entirely into the Delta-Mendota Subbasin, increasing their ability to sustainability manage groundwater under SGMA. In late 2017, the Tracy Subbasin GSAs supported the City of Brentwood GSA in applying for the Proposition 1 Sustainable Groundwater Planning Grant for completing a basin-wide Groundwater Sustainability Plan by 31 January 2022.





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**Legend**

- City Limit
- CASGEM or Voluntary Wells
- Ground Surface Elevation
- Groundwater Elevation Trendline

**Groundwater Basins**

- Eastern San Joaquin Subbasin (DWR 5-022.01)
- Tracy Subbasin (DWR 5-022.15)

**Abbreviations**  
DWR = Department of Water Resources

**Notes**

1. All locations are approximate.
2. Data shown for CASGEM or voluntary wells with more than 30 years of record and data post-2000 within two miles of the City of Lathrop.

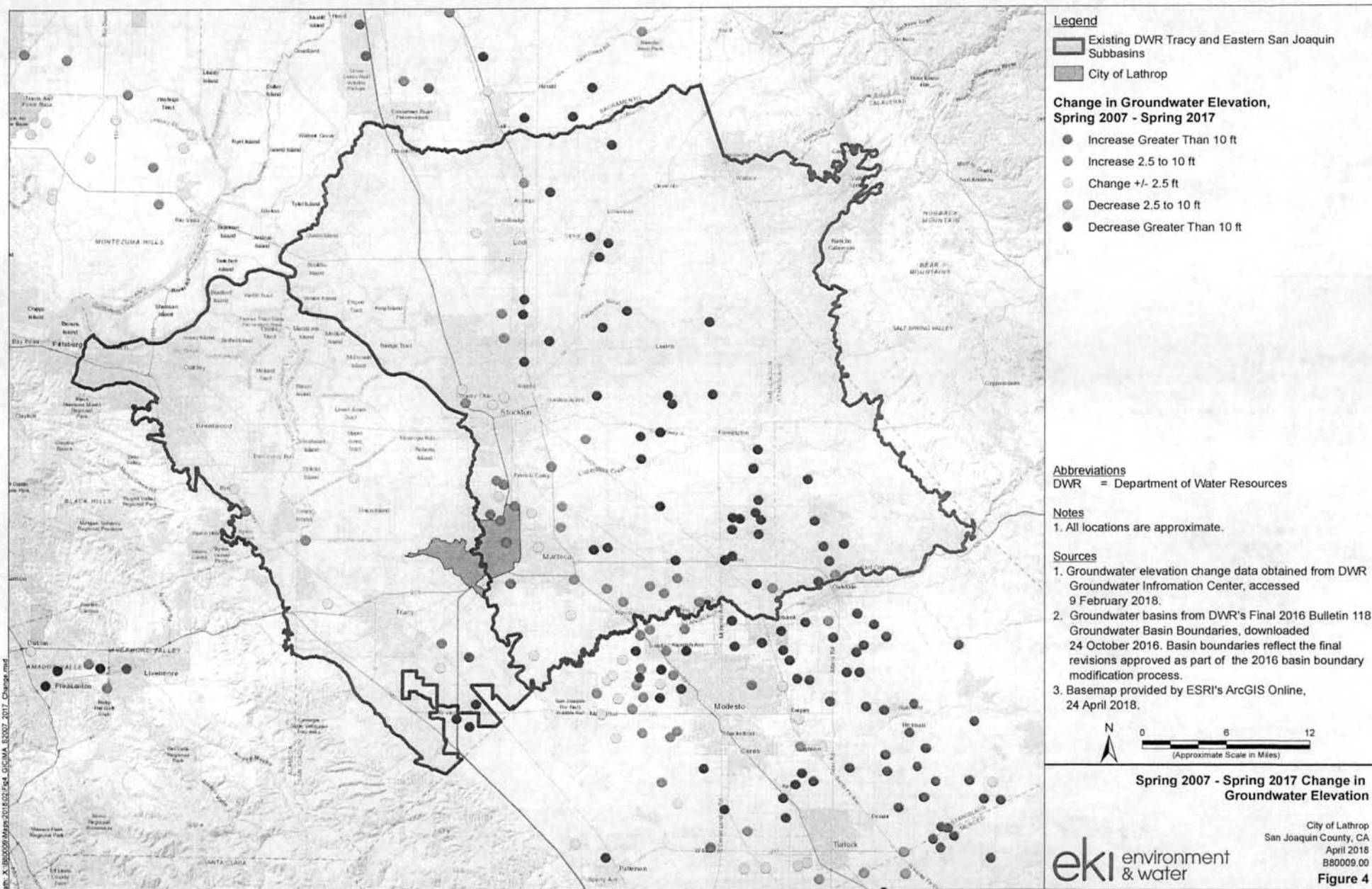
**Sources**

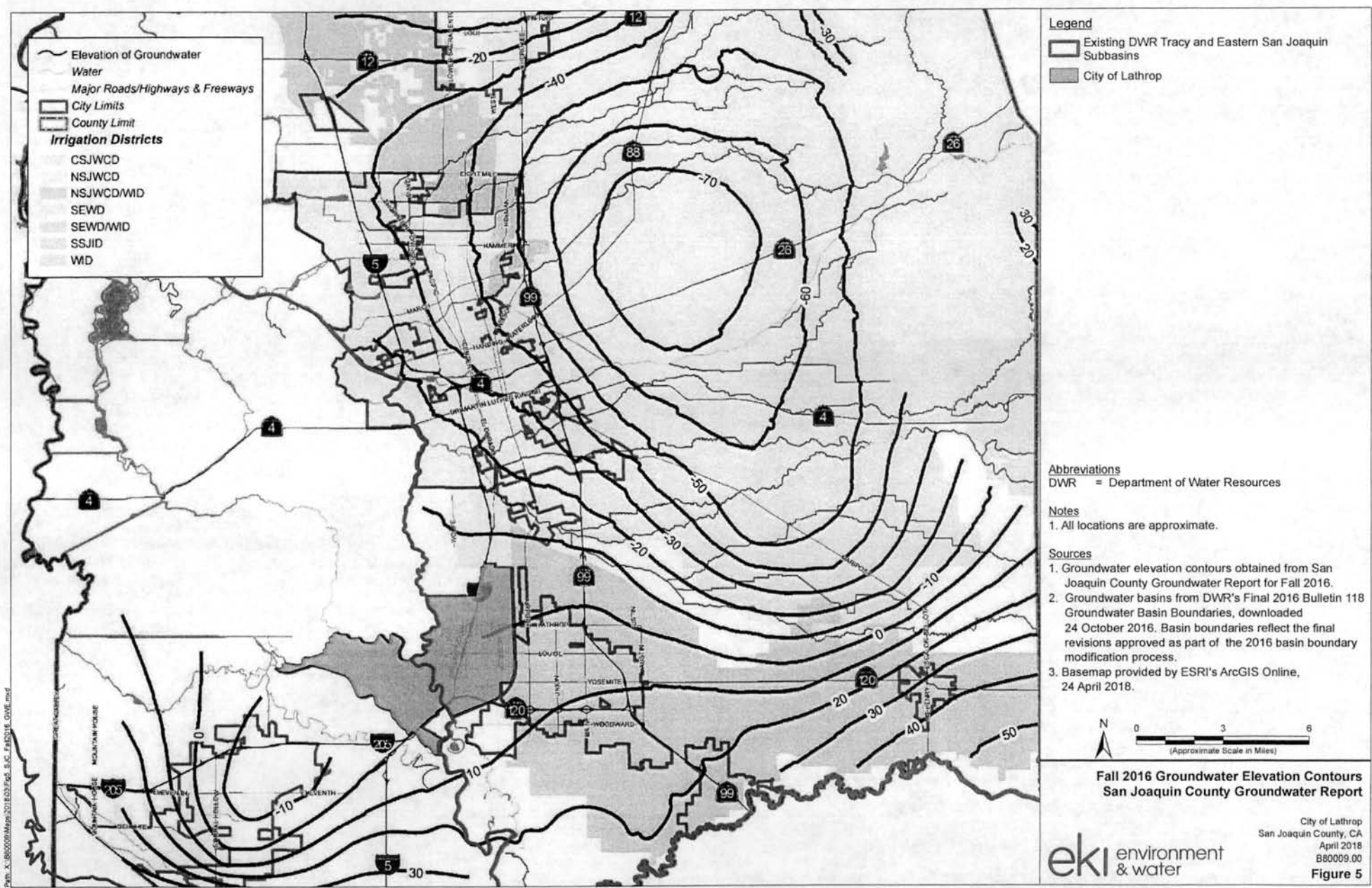
1. Basemap provided by ESRI's ArcGIS Online, 24 April 2018.

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**Groundwater Elevation Hydrographs in the vicinity of Lathrop**  
City of Lathrop  
San Joaquin County, CA  
April 2018  
B80009.00  
**Figure 3**

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE AGREEMENT WITH DE NOVO PLANNING GROUP FOR IWRMP ENVIRONMENTAL CONSULTING SERVICES, CONTRACT AMENDMENT NO. 4 WITH EKI AND RELATED BUDGET AMENDMENT PW 10-10 AND WW 15-08**

**RECOMMENDATION:** **Adopt a Resolution Approving a Professional Services Agreement with De Novo Planning Group for Environmental Consulting Services, Contract Amendment No. 4 with EKI for the Integrated Water Resources Master Plan and Related Budget Amendment PW 10-10 and WW 15-08**

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**SUMMARY:**

Approval of an agreement with De Novo Planning Group is requested to provide environmental consulting services to prepare a Programmatic Environmental Impact Report (EIR) for California Environmental Quality Act (CEQA) compliance for the Integrated Water Resources Master Plan (IWRMP). De Novo provided a scope of work at staffs request for a comprehensive update to the City's water, sewer and recycled water master plan documents. The cost for De Novo to provide the IWRMP environmental consulting services is \$74,985. In addition, approval of Contract Amendment No. 4 with EKI in the amount of \$63,000 is requested to provide additional engineering consulting services to support the IWRMP during the final phase of the project. The cost for Contract Amendment No. 4 with EKI is \$63,000. A budget amendment in the amount of \$137,985 is requested to transfer funds from the Water Fund 5600, Wastewater Fund 6110 and Fund 6060 to the PW 10-10 and WW 15-08 for the City's water and wastewater master plan updates.

**BACKGROUND:**

A comprehensive update to the City's water, sewer and recycled water master plan documents is needed to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors. In May 2016, the City approved an agreement with EKI to prepare the IWRMP and the draft IWRMP documents were completed in early March 2018. Implementation of the Draft IWRMP is a discretionary project for the City, and is therefore subject to environmental review under CEQA. Completion of CEQA is required prior to formal adoption by the City.

On March 6, 2018, Staff issued a Request for Proposals (RFP) for qualified, interested firms to submit a proposal for the preparation of a Programmatic Environmental Impact Report for IWRMP CEQA compliance. On March 29, 2018 two proposals were received. After review and ranking of the proposals by a selection committee, De

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**APPROVE AGREEMENT WITH DE NOVO PLANNING GROUP FOR IWRMP**  
**ENVIRONMENTAL CONSULTING SERVICES, CONTRACT AMENDMENT NO. 4**  
**WITH EKI AND RELATED BUDGET AMENDMENT PW 10-10 AND WW 15-08**

Novo was determined to be the best qualified firm to provide the environmental consulting services for a cost not to exceed \$74,985.

On February 12, 2018 Council approved Contract Amendments No. 2 and No. 3 with EKI to develop a Tracking Tool to compile and track historical water and wastewater capacity allocations on a parcel level, and additional engineering services IWRMP revisions to include the California Military Department's cantonment at the former Sharpe Army Depot. Approval of a contract amendment with EKI is requested to further support the IWRMP development during the completion of the EIR and to assist finalizing the IWRMP documents for Council adoption. The cost for Contract Amendment No. 4 with EKI is \$63,000.

**RECOMMENDATION:**

After review and ranking of the proposals by a selection committee, De Novo was determined to be the best qualified firm to provide the environmental consulting services. Approval of an agreement with De Novo is requested to prepare a Programmatic EIR for CEQA compliance for the IWRMP.

Approval of Contract Amendment No. 4 with EKI is requested to provide additional engineering consulting services to further support the IWRMP development during the final phase of the project

A budget amendment in the amount of \$137,985 is requested to transfer funds from Fund 5600 Water and Fund 6080 to the PW 10-10 and WW 15-08 for the City's water and wastewater master plan updates.

**CITY COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

A Feeling of Safety and Economic Growth to address changed conditions for the City's master plan to provide additional water, sewer and recycled water capacity needed for new development in the City while maintaining safe, reliable utility services for the existing users.



**CITY MANAGER'S REPORT** **PAGE 3**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**APPROVE AGREEMENT WITH DE NOVO PLANNING GROUP FOR IWRMP**  
**ENVIRONMENTAL CONSULTING SERVICES, CONTRACT AMENDMENT NO. 4**  
**WITH EKI AND RELATED BUDGET AMENDMENT PW 10-10 AND WW 15-08**

**FISCAL IMPACT:**

The cost for the agreement with De Novo to prepare a Programmatic Environmental Impact Report for CEQA compliance for the IWRMP is a cost not to exceed \$74,985. The cost for Contract Amendment No. 4 with EKI is not to exceed \$63,000. The total cost of these services is \$137,985 and will require a budget amendment from Fund 5600 in the amount of \$45,995 to the Water Master Plan Update PW 10-10 and from Fund 6110 in the amount of \$45,995 and from Fund 6060 in the amount of \$45,995 to pay for the Wastewater and Recycled Water Master Plan Update WW 15-08:

Staff requests the following budget Amendment:


Increase Transfer Out	5600-9900-990-9010	\$45,995
	6110-9900-990-9010	\$45,995
	6060-9900-990-9010	\$45,995
Increase Transfer In	5690-9900-393-0000	\$45,995
	6090-9900-393-0000	\$91,990
Increase Appropriation	5690-8000-420-8600, PW 10-10	\$45,995
	6090-8000-420-8600, WW 15-08	\$91,990

**ATTACHMENTS:**

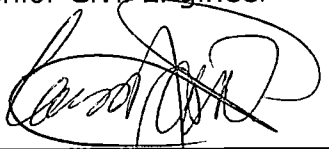
- A. Resolution Approving a Professional Services Agreement with De Novo Planning Group for Environmental Consulting Services, Contract Amendment No. 4 with EKI for the Integrated Water Resources Master Plan and Related Budget Amendment PW 10-10 and WW 15-08
- B. Professional Services Agreement with De Novo to Prepare a Programmatic EIR for the Integrated Water Resources Master Plan - CIPs PW 10-10 and WW 15-08
- C. Contract Amendment No. 4 with EKI for the Integrated Water Resources Master Plan and Related Budget Amendment PW 10-10 and WW 15-08

**CITY MANAGER'S REPORT**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**APPROVE AGREEMENT WITH DE NOVO PLANNING GROUP FOR IWRMP**  
**ENVIRONMENTAL CONSULTING SERVICES, CONTRACT AMENDMENT NO. 4**  
**WITH EKI AND RELATED BUDGET AMENDMENT PW 10-10 AND WW 15-08**

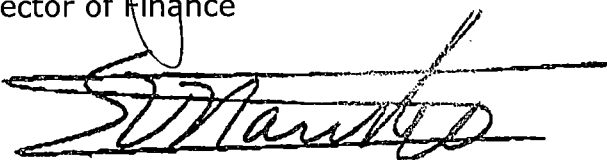
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

05/01/18  
Date

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

5/2/18  
Date

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

5/2/18  
Date

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

5.7.18  
Date

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DE NOVO  
PLANNING GROUP FOR ENVIRONMENTAL CONSULTING SERVICES,  
CONTRACT AMENDMENT NO. 4 WITH EKI FOR THE INTEGRATED WATER  
RESOURCES MASTER PLAN AND RELATED BUDGET AMENDMENT  
PW 10-10 AND WW 15-08**

**WHEREAS**, a comprehensive update to the City's water, sewer and recycled water master plan documents is needed to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors; and

**WHEREAS**, collectively, these documents known as the Integrated Water Resources Master Plan (IWRMP), are a component of the City's General Plan and are used as the basis for regulatory compliance documents, and are used to support utility operations, budget, rate studies, land use planning and development fees; and

**WHEREAS**, in May 2016, the City approved an agreement with EKI to prepare the IWRMP, and in March 2018 EKI completed the draft IWRMP documents; and

**WHEREAS**, implementation of the Draft IWRMP is a discretionary project for the City, and is therefore subject to environmental review under CEQA, and completion of CEQA is required prior to formal adoption of the IWRMP by the City; and

**WHEREAS**, on March 6, 2018, Staff issued a Request for Proposals (RFP) for qualified, interested firms to submit a proposal for the preparation of a Programmatic Environmental Impact Report for IWRMP CEQA compliance; and

**WHEREAS**, after review and ranking of the proposals by a selection committee, De Novo Planning Group was determined to be the best qualified firm to provide the environmental consulting services; and

**WHEREAS**, the cost for De Novo Planning Group to provide the environmental consulting services for the IWRMP CEQA compliance is not to exceed \$74,985; and

**WHEREAS**, Approval of Contract Amendment No. 4 in the amount of \$63,000 with EKI is requested to provide additional engineering consulting services to support the IWRMP development during the final phase of the project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves an agreement with De Novo Planning Group to provide environmental consulting services to prepare a Programmatic Environmental Impact Report for California Environmental Quality Act (CEQA) compliance for the IWRMP for a not-to-exceed cost of \$74,985, and Contract Amendment No. 4 in the amount of \$63,000 with EKI is hereby approved to provide additional engineering consulting services to further support the IWRMP development during the final phase of the project;

**BE IT FURTHER RESOLVED**, the cost for the agreement with De Novo to prepare a Programmatic Environmental Impact Report for CEQA compliance for the IWRMP is a cost not to exceed \$74,985. The cost for Contract Amendment No. 4 with EKI is not to exceed \$63,000. The total cost of these services is \$137,985 and will require a budget amendment Water Fund 5600 and the Wastewater Fund 6110 and Fund 6060:

Staff requests the following budget Amendment:

Increase Transfer Out	5600-9900-990-9010	\$45,995
	6110-9900-990-9010	\$45,995
	6060-9900-990-9010	\$45,995
Increase Transfer In	5690-9900-393-0000	\$45,995
	6090-9900-393-0000	\$91,990
Increase Appropriation	5690-8000-420-8600, PW 10-10	\$45,995
	6090-8000-420-8600, WW 15-08	\$91,990

The foregoing resolution was passed and adopted this 14th day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF LATHROP AND DE NOVO PLANNING GROUP  
TO PREPARE A PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT  
FOR THE INTEGRATED WATER RESOURCES MASTER PLAN UPDATE  
PW 10-10 AND WW 15-08**

**THIS AGREEMENT**, dated for convenience this 14th day of May, 2018, is by and between De Novo Planning Group (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to provide environmental consulting services to prepare a Programmatic Environmental Impact Report EIR for California Environmental Act (CEQA) for the Integrated Water Resources Master Plan (IWRMP) CIP PW 10-10 and WW15-08 for the City’s water and wastewater master plan updates, which will be required by this agreement;

**WHEREAS**, on March 6, 2018, staff issued a Request for Proposals for qualified, interested firms to submit a proposal for preparation of a Programmatic Environmental Impact Report for IWRMP CEQA compliance; and

**WHEREAS**, on March 29, 2018 two proposals were received, after review and ranking of the proposals by a selection committee, De Novo was determined to be the best qualified firm to provide the environmental consulting services for a cost not to exceed \$74,985; and

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

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

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Attachment “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY’S satisfaction.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

**(2) Compensation.**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$74,985** for the services to prepare a Programmatic Environmental Impact Report EIR for California Environmental Act (CEQA) for the Integrated Water Resources Master Plan (IWRMP) CIP PW 10-10 and WW15-08 as set forth in Attachment “A” and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT’S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment “A”, Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and material basis.

**(3) Effective Date and Term.**

The effective date of this Agreement is May 14th, 2018, and it shall terminate no later than June 30, 2019.

**(4) Independent Contractor Status.**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Attachment “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings.**

CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting.**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

**(7) Assignment of Personnel.**

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Steve McMurtry**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

**(8) Assignment and Subcontracting.**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S Public Works Director.

**(9) Insurance.**

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Workers Compensation Insurance shall be provided as required by law, and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code.



**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER PLAN UPDATE**

The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

- (i) CITY, its officers, employees, agents, and volunteers are to be additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER PLAN UPDATE**

The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage, so long as commercially available at reasonable rates.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
  - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
  - (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
    - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement, so long as commercially available at reasonable rates.
    - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
    - (iii) Terminate this Agreement.

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

**(10) Indemnification - CONSULTANT'S Responsibility.**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform in accordance with the Standard of Care in Article 11.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession in accordance with Article 11.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(11) Standard of Care.**

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER PLAN UPDATE**

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

**(12) Licenses.**

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

**(13) Business Licenses.**

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

**(14) Termination.**

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

**(15) Funding.**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

**(16) Notices.**

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

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

Copy to:                   City of Lathrop  
                                  Department of Public Works  
                                  390 Towne Centre Drive  
                                  Lathrop, CA 95330

                                  MAIN (209) 941-7430  
                                  FAX: (209) 941-7449

To Consultant:           De Novo Planning Group  
                                  1020 Suncast Lane, Suite 106  
                                  El Dorado Hills, CA 95762  
                                  Phone:   (916) 580-9818

                                  ATTN:   Steve McMurtry, Principal

**(17) Miscellaneous.**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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.

**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER PLAN UPDATE**

- (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, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER PLAN UPDATE**

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(18) General Contractor Responsibilities.**

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

**(19) Notice to Proceed.**

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



CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

**(20) Cost Estimates.**

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

**(21) CADD Documents.**

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT'S professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

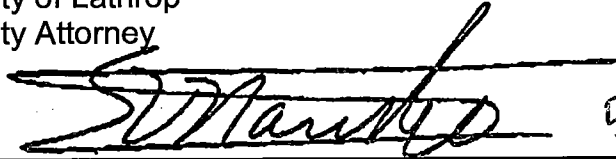
**(22) Signatures.**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
**DE NOVO PLANNING GROUP – INTEGRATED WATER RESOURCES MASTER  
PLAN UPDATE**

Approved as to Form:

City of Lathrop  
City Attorney



5/2/18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Senior Civil Engineer

\_\_\_\_\_  
Greg Gibson

Date

Accepted By:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

Date

CONSULTANT:

De Novo Planning Group  
1020 Suncast Lane, Suite 106  
El Dorado Hills, CA 95762

Fed ID \_\_\_\_\_  
Lathrop Bus License \_\_\_\_\_

\_\_\_\_\_  
Steve McMurtry

Date

# De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

March 29, 2018

Attn: Greg Gibson, Senior Civil Engineer  
City of Lathrop- Public Works Department  
390 Towne Centre Drive  
Lathrop CA. 95330

**SUBJECT: Budget Proposal for the Lathrop Integrated Water Resources Master Plan EIR**

Please find the enclosed budget for the Lathrop Integrated Water Resources Master Plan EIR. The budget is structured according to the RFP request with a breakdown of the fee into labor (by billing classification), and direct costs/expenses. Separately we have included a rate schedule and a table that identifies the staff assigned to the project and their position. The total not-to-exceed cost for the entire project is \$74,985. This includes all labor and expenses. We have no markup and no subconsultants.

This proposal is signed by a Principal of our firm with the authorization and authority to negotiate and execute contracts on behalf of the firm. We have received the original Request for Proposal and Addendum 1.

Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

DE NOVO PLANNING GROUP  
Steve McMurtry, Principal

**De Novo Planning Group Budget Proposal**  
Lathrop IWRMP EIR

TASK/ACTIVITY	PM/Principal	Associate Planner	Biologist	GIS/	Labor	Direct Costs	ACTIVITY TOTALS
	\$150/hr	\$120/hr	\$100/hr	Graphics			
	hours	hours	hours	hours	Fee	Fee	Fee
<b>Task 1 and 2: Project Description/Initial Study/NOP/Scoping</b>							
Project Description and Alternatives	4	12	0	0	\$1,800		\$1,800
Initial Study/NOP	12	40	0	6	\$6,280	\$600	\$6,880
Technical Reports CEQA Review	4	4	0	0	\$1,000		\$1,000
<b>Subtotal</b>	<b>20</b>	<b>56</b>	<b>0</b>	<b>6</b>	<b>\$9,080</b>	<b>\$600</b>	<b>\$9,680</b>
<b>Task 3 and 4: Scoping and Agency Consultation</b>							
Scoping Meeting	6	6	0	0	\$1,500	\$175	\$1,675
Agency Consultations	2	4	0	0	\$700	\$25	\$725
<b>Subtotal</b>	<b>8</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$2,200</b>	<b>\$200</b>	<b>\$2,400</b>
<b>Tasks 5 and 6: Draft EIR</b>							
Executive Summary/Introduction	2	4	0	0	\$700		\$700
Project Description	4	8	0	4	\$1,720		\$1,720
Biological Resources	6	0	24	4	\$3,620		\$3,620
Cultural and Tribal Resources	6	16	0	0	\$2,500		\$2,500
Geology, Soils, and Minerals	6	16	0	1	\$2,580		\$2,580
Hazards and Hazardous Materials	6	16	0	0	\$2,500		\$2,500
Hydrology and Water Quality	6	16	0	2	\$2,660		\$2,660
Utilities	8	22	0	2	\$3,560		\$3,560
Alternatives	8	22	0	0	\$3,400		\$3,400
Other	8	32	0	0	\$4,400		\$4,400
Admin Draft Production	2	4	0	0	\$700		\$700
Screencheck Draft EIR (2)	12	40	2	4	\$6,320		\$6,320
Public Review Draft EIR	8	16	0	2	\$2,960	\$1,000	\$3,960
<b>Subtotal</b>	<b>82</b>	<b>212</b>	<b>26</b>	<b>19</b>	<b>\$37,620</b>	<b>\$1,000</b>	<b>\$38,620</b>
<b>Tasks 7: Response to Comments/Admin Final EIR</b>							
Admin Final EIR	16	32	6	4	\$6,520		\$6,520
<b>Subtotal</b>	<b>16</b>	<b>32</b>	<b>6</b>	<b>4</b>	<b>\$6,520</b>	<b>\$0</b>	<b>\$6,520</b>
<b>Task 8: Notices/Findings/Statement of Overriding Considerations</b>							
Screencheck Final EIR	20	24	2	2	\$5,760		\$5,760
Final EIR	8	10	0	0	\$2,200	\$1,000	\$3,200
Findings of Fact/Statement of Overriding Considerations	8	14	0	0	\$2,600		\$2,600
<b>Subtotal</b>	<b>36</b>	<b>48</b>	<b>2</b>	<b>2</b>	<b>\$10,560</b>	<b>\$1,000</b>	<b>\$11,560</b>
<b>Task 9: Project Coordination Meeting/Management</b>							
Kick-off Call	1	1	0	0	\$250		\$250
Monthly Conference calls	8	8	0	0	\$2,000		\$2,000
Public Hearings (PC and Council) (2 meetings)	5	0	0	0	\$750	\$300	\$1,050
Project Management and Admin	14	5	1	1	\$2,780	\$125	\$2,905
<b>Subtotal</b>	<b>28</b>	<b>14</b>	<b>1</b>	<b>1</b>	<b>\$5,780</b>	<b>\$425</b>	<b>\$6,205</b>
<b>PROJECT TOTAL</b>	<b>190</b>	<b>372</b>	<b>35</b>	<b>32</b>	<b>\$71,760</b>	<b>\$3,225</b>	<b>\$74,985</b>

**DE NOVO RATES****FEE SCHEDULE****RATES BY POSITION**

<b>De Novo Position/Expense</b>	<b>Rate</b>
Project Manager / Principal Planner	\$150
Senior Planner	\$115
Senior Designer	\$115
Associate Planner	\$100
Associate Designer	\$100
Biologist	\$100
Assistant Planner	\$95
Graphics/GIS Services	\$80
Administrative	\$75
Expert Witness/Legal Work	\$290
Mileage (when applicable)	IRS Standard Mileage Rate
Services and Expenses (printing, shipping, etc.)	Actual cost

**PERSONNEL ASSIGNED - POSITIONS**

<b>Staff Member</b>	<b>Position</b>
Steve McMurtry	Principal Planner
Ben Ritchie	Principal Planner
Beth Thompson	Principal Planner
Elise Carroll	Associate Planner
William Crenshaw	Associate Planner
Josh Smith	Associate Planner



Proposal for Professional Services to  
Prepare an Environmental Impact Report for the  
Lathrop Integrated Water Resources Master Plan



Submitted to:

Attn: Greg Gibson, Senior Civil Engineer  
City of Lathrop- Public Works Department  
390 Towne Centre Drive  
Lathrop CA. 95330

Submitted by:

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

1020 Suncast Lane, Suite 106 | El Dorado Hills, CA 95762  
info@denovoplanning.com | TEL 916-580-9818



# De Novo Planning Group

A LEED GREEN Building, Design, and Environmental Firm

# De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

March 29, 2018

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

**SUBJECT: Proposal to prepare an Environmental Impact Report for the  
Lathrop Integrated Water Resources Master Plan**

Speaking on behalf of the entire De Novo Planning Team, we would like to thank you for the opportunity to submit this proposal for the above referenced project. Based on our review of the RFP, our extensive knowledge of the City of Lathrop, and our evaluation of project materials we are confident that we have assembled a first-class team to undertake this important project and deliver the City with a certified EIR according to your timeline.

The enclosed proposal includes all of the information requested in the RFP, including a project understanding, detailed scope of work, project timeline, qualifications, and details of our management and team. The budget is provided in a separate sealed envelope as requested in the RFP.

Our team will be managed by Steve McMurtry, a Principal with our firm that has extensive experience preparing EIRs. Our intent is to prepare a legally defensible EIR that fully addresses the concerns of all citizens and public agencies. We have proposed to utilize the NOP and Scoping Process to narrow the focus of the EIR to just the most relevant topics. This approach will maximize efficiency and save the City valuable funds.

We are confident that our experience, record of success, and Principal-level attention to the project will prove to be extremely valuable to the City. We encourage you to contact our references regarding our ability to provide our services at the highest level of legal adequacy.

This proposal is signed by a Principal with the authorization and authority to negotiate and execute contracts on behalf of the firm.

Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

DE NOVO PLANNING GROUP  
Steve McMurtry, Principal





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## A. PROJECT UNDERSTANDING

### Project Description

We understand that the City of Lathrop (City) proposes to prepare a Programmatic EIR for the Draft Integrated Water Resources Management Plan. For the past year, the City has been working with its consultant EKI to prepare a comprehensive update to the City's water, sewer and recycled water master plan documents in order to support growth in the City while maintaining safe, reliable utility services for existing users. Collectively, these documents are referred to as the City's Integrated Water Resources Master Plan (IWRMP).

A comprehensive update to the City's water, sewer and recycled water master plan documents is needed to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors. The last comprehensive update of the City's water, sewer and recycled master plans were prepared in 2001 and they have been amended numerous times. A Water Supply Study was prepared and adopted by the City in 2009 to serve as the basis for future water planning documents. A draft Water Master Plan was prepared for the City in 2013, but was never finalized and adopted. Over the course of time, numerous amendments to the master plans and changes have occurred that necessitate a comprehensive update to these documents.

The Draft IWRMP has identified significant changes from previously approved master plan documents. Some of these changes include:

- Changes in demand factors for water, sewer and associated recycled water storage and disposal capacity.
- Changes in land use and growth projections from the General Plan.
- Closure of the Sharpe Army Depot and need for City to provide water and sewer service to the AAFES and other organizations at the military base.
- Potential reductions to City water supplies due to Sustainable Groundwater Management Act implementation, and curtailment of South San Joaquin Irrigation District surface water rights.
- Consolidation of existing proposed wastewater treatment facilities into a single facility and associated recycled water system used for land disposal of effluent.
- Need for additional treatment of groundwater for arsenic, manganese, uranium and other constituents of concern.

## B. PROJECT TEAM

### Our Firm

De Novo Planning Group is a land use planning, urban design, and environmental firm serving California communities from our northern and southern California offices. Our team has successfully completed hundreds of projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California. We have also served as legal support and expert witnesses for projects which makes De Novo particularly well-suited for this project.

### Our Team

Our greatest strength is that De Novo's principals have a proven track record of working to complete environmental review on budget and on time for many environmental projects throughout California.

An overview of our team is provided below. Steve McMurtry will serve as the Project Manager and the principal contact for the City. Mr. McMurtry has significant experience providing environmental services to jurisdictions throughout California, including the Sacramento Valley region. He has specifically been involved in supporting law firms in litigation through legal research and expert witness testimony in depositions and trial. Mr. McMurtry brings a wealth of knowledge related to CEQA, which will provide instrumental in preparing a legally defensible EIR. De Novo principal Ben Ritchie will serve as co-project manager and our team will be supported by several technical team members, Beth Thompson, Elise Carroll, William Crenshaw, and Josh Smith.

Firm	Project Role	Key Team Members
De Novo Planning	Principal-in-charge and Project Management	Steve McMurtry, Principal
De Novo Planning	Co-Project Management	Ben Ritchie, Principal
De Novo Planning	Quality Assurance/Control	Beth Thompson, Principal
De Novo Planning	Technical Assistance	Elise Carroll, Associate William Crenshaw, Associate Josh Smith, Associate

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### **De Novo Key Team Members**

Our project team is led by our three founding principals: Steve McMurtry, Beth Thompson, and Ben Ritchie. Mr. McMurtry will serve as the primary lead and contact for the City. Mr. Ritchie will serve as co-project manager.

#### *Steve McMurtry – Project Manager/Principal Planner*

Steve has successfully led multidisciplinary teams to complete hundreds of environmental, transportation and land use planning, and development projects throughout California. Steve's experience includes service in engineering and planning firms, as well as in the construction industry. His environmental experience encompasses field research, public outreach, mitigation development, document writing, and permitting. During his tenure in the construction industry he was responsible for planning, design, and construction of projects valued over \$300 million, which included the construction of roadways, utilities, pump stations, parks, and trails. Steve graduated from Cal Poly San Luis Obispo with a bachelor's degree in Natural Resource Management with graduate studies in Biological Sciences at San Jose State University.



#### *Ben Ritchie –Principal Planner*



Ben is a Principal with De Novo and is responsible for the management of complex CEQA and NEPA projects, climate action plans, sustainable policy development, general plan updates, specific plans, redevelopment plans, and municipal service reviews. His experience includes residential, commercial, mixed-use, transportation, annexation and redevelopment projects throughout California. Ben has served as an Environmental Coordinator for municipalities, which included oversight of an Environmental Planning Division. Ben graduated from Cal Poly, San Luis Obispo with a bachelor's degree in

Political Science and a Master of City and Regional Planning (MCRP) where he received the California Planning Foundation Scholarship for Academic Excellence.

#### *Beth Thompson – Principal Planner*

Beth is a Principal with De Novo Planning Group with 20 years of experience. Her primary responsibilities include managing and preparing CEQA and NEPA documentation for a range of project types and managing long-range planning projects. Beth's CEQA experience includes residential and commercial developments, resort, hospital, and school projects as well as long-range planning projects, including general plans, specific plans, agricultural policies, transportation and infrastructure, and housing elements.



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*Elise Carroll – Associate Planner*

Elise specializes in environmental impact reports and urban planning for both the public and private sectors. As an experienced environmental impact assessment practitioner (CEQA and NEPA), Elise analyzes and summarizes the environmental impacts of existing and proposed developments. On behalf of De Novo Planning Group, she regularly provides informative research summaries and mitigation recommendations to public and private agencies. Elise holds a bachelor's of science degree from University of California, Davis in Environmental Policy Analysis and Planning (with an emphasis in Urban & Regional Planning).

*William Crenshaw – Associate Planner*

William is responsible for project support in the preparation of environmental documents and General Plans. William's previous experience includes service with several nonprofit environmental organizations and work in the construction industry. His experience includes public outreach, research, environmental document writing, and policy preparation. William graduated from UCLA in 2011 with a Bachelor's Degree in Geography, and continued his studies at Cal Poly San Luis Obispo where he received a Master of City and Regional Planning. Throughout his academic endeavors, Mr. Crenshaw received multiple honors including two UCLA scholarship recognition awards as well as the 2013 Errett Fisher Foundation Scholarship.

*Josh Smith – Associate Planner*

Josh and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, and the development of sustainability plans and reports. His experience includes the development of Climate Action Plans, Energy Action Plans, the assessment of air quality and noise impacts, noise monitoring, and traffic count surveys. He has substantial experience developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. Josh graduated from UC Davis in 2010 with a Bachelor's of Science in Environmental Policy Analysis & Planning.

## C. DETAILED SCOPE OF WORK

*Note: The following scope follows the City's Suggested Scope of Services, with an exception. To save the City valuable fees, we propose to minimize the number of paper copy deliverables to the extent feasible. We proposed to deliver all Administrative Draft deliverables in an electronic form and via email. We propose that the majority of public deliverables be provided via a CD and appropriate CEQA notice for public distribution. We propose that the City use their website as the clearinghouse for all local agencies and interested parties to obtain an electronic copy via download. This scope divergence is estimated to save the City over \$2,000 in printing and shipping cost.*

### Task 1 – Project Description and Alternatives

#### Project Description and Proposed Alternatives

De Novo will prepare a detailed description including text and graphics utilizing project information provided by the City and Applicant. The project description will include a regional and local setting, project history, description of existing and planned land uses, statement of project objectives, and a description of project characteristics and important features. A description of City discretionary actions and entitlements will be provided as well as a list of responsible and other agencies expected to use the product document in decision making and a list of outside agency approvals for which the product document will be used. The Project Description will also include a proposed list of Alternatives. We will provide the draft project description to the City for review and comment. Upon receipt of comments from the City, we will finalize the project description for use in the Notice of Preparation (NOP)/Initial Study.

*Deliverables: One electronic copy of the Project Description and Alternatives provided via email  
All Administrative Draft documents will be provided electronically in MS Word and/or PDF format.*

### Task 2 Prepare Notice of Preparation

#### Notice of Preparation/Initial Study

De Novo will prepare the Notice of Preparation/Initial Study that will define the scope of the environmental analysis. The NOP will provide a detailed description of the Project. The Initial Study and will clearly identify environmental issues that will be analyzed in the Draft EIR. The General Plan EIR will be used to streamline the environmental review of the proposed Project, where feasible and appropriate. The Notice of Preparation/Initial Study will provide a detailed description of impacts that are anticipated to be less than significant or no impact and that will not be addressed in detail in the Draft EIR.

We anticipate that the Initial Study/NOP will scope out the following environmental topics: Aesthetics, Mineral Resources, Recreation, and Traffic.

An administrative draft of the NOP/Initial Study will be prepared for City review. Upon two reviews by City staff of the NOP and Initial Study, De Novo will prepare the final NOP/Initial Study for public distribution by the City.

*Deliverables: One electronic copy of Admin Draft Initial Study/NOP provided via email  
All Administrative Draft documents will be provided electronically in MS Word and/or PDF format.*

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*De Novo will deliver fifteen (15) copies to the State Clearinghouse for public review. We will provide the City with twenty (20) CDs for the City to distribute locally and to place on the City website. We will provide the City with an electronic copy of the NOP to publish in the newspaper and to deliver to the County Clerk.*

*Note: We anticipate that the City will deliver the Notice of Preparation to the County Clerk and the local newspaper.*

### **Task 3 – Conduct Scoping Meeting**

During the 30-day public review period for the NOP, De Novo will facilitate a scoping meeting. The date, time, and location will be coordinated with the City staff. The comments provided through the scoping meeting will be incorporated into the Draft EIR.

*Deliverables: One (1) public scoping meeting.*

### **Task 4 – Conduct Agency Consultation**

During the 30-day public review period for the NOP, De Novo will consult with any appropriate agencies or tribes. The appropriate list of agencies/tribes will be coordinated with the City staff. The comments provided through the consultation will be incorporated into the Draft EIR.

*Deliverables: Summary of agency comments provided/incorporated into the Draft EIR.*

### **Task 5 – Administrative Draft Environmental Impact Report**

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA and the State CEQA Guidelines. The Draft EIR will be a readable, useful document that clearly describes the direct and indirect environmental effects of the proposed Project. The Draft EIR will consist of the chapters described below.

#### *Executive Summary*

This section will summarize the characteristics of the Project, describe areas of controversy, and provide a concise summary matrix of the Project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines §15123. Alternatives to the Project will be summarized and the environmentally superior alternative will be identified.

#### *Chapter 1: Introduction*

This section will describe the purpose of the EIR, CEQA Guidelines and Public Resource Code requirements for a Program EIR, environmental issues addressed adequately under the General Plan EIR, document organization, and the EIR review and certification process.

#### *Chapter 2: Project Description*

This section of the Draft EIR will consist of a detailed description of the Project, including the location, proposed actions, construction and operational details, the project's goals and objectives, and the relationship of the project to the General Plan. This section will also present the City's and other agency involvement in the project approval process, and the use of the EIR



by other agencies. This section will be consistent with the requirements of State CEQA Guidelines §15124.

*Chapter 3: Environmental Setting, Impacts, and Mitigation Measures*

This section will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the proposed project. For each environmental issue area, the following key components will be discussed in detail:

**Existing Setting** – This component will describe the existing environmental conditions within and around the City as they pertain to the Project and Project area.

**Regulatory Framework** – This component will address federal, state, and local regulations, programs, and/or plans that apply to the Project. De Novo Planning Group will review and summarize relevant federal, state, and local laws and relevant programs and plans adopted by resource agencies (US Fish and Wildlife Service, US Army Corps of Engineers, California Department of Fish and Wildlife, Caltrans), service providers, and the City (General Plan, Municipal Code, adopted plans and guidelines for traffic, stormwater, etc.).

**Thresholds of Significance** – Thresholds of significance will be identified for each environmental topic based on the requirements of CEQA, City policies and standards, and applicable standards of other agencies (CDFW, Caltrans, etc.)

**Impacts and Mitigation Measures** – The analysis in the EIR will address the following issue areas:

**Biological Resources:** We will run an updated database search, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. Because of the programmatic nature of the proposed project, we do not anticipate the need for field surveys.

We will report the findings of the assessment in an EIR chapter. This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

**Cultural and Tribal Cultural Resources:** We will review the City's list of Tribal Organizations that have requested to be consulted during CEQA projects. In addition, we will request a list from

the Native American Heritage Commission. We will prepare letters that will be sent certified mail to each Tribal Organization notifying them of the project and the opportunity to consult on the project if interested. We will coordinate with City staff relative to any Tribal Organizations that respond with a consultation request and establish times to meet with and accept comment from the Tribal Organizations.

The EIR section will include a cultural background, research and field strategy, regulatory context, results of the research, record search, and field work, results of tribal consultation, conclusions and recommendations.

**Geology/Soils:** The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the Project area, an evaluation of geologic hazards at the Project area, a description of the nature and general characteristics of the subsurface conditions within the project area, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards.

**Hazards/Hazardous Materials:** The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, Department of Toxic Substances Control Envirostor, State Water Resources Control Board Geotracker, Cal-EPA's CAL-SITES Abandoned Site Program Information System).

This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. Federal, state, and County laws and policies that regulate hazardous materials use, storage, and transportation, including fuels and other hazardous materials associated with the operation of the proposed fueling facility, will be described. The analysis will address potential impacts associated with exposure to existing hazards and hazardous materials as hazards associated with project construction and operation. Based on the findings in the evaluation, we will propose mitigation, as applicable, to address identified impacts.

**Hydrology and Water Quality:** This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, and risk of flooding in the project area and general vicinity. We will consult with the applicable reclamation district if needed. We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project area. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Regional Water Quality Control Board (RWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

**Utilities:** The Project would increase the demand for utilities, including water service, sewer, storm water facilities, and solid waste collection and disposal. As part of the EIR work effort, utility providers will be contacted to provide documentation regarding existing service levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. De Novo will review relevant master plans and environmental documents prepared by public service and utility providers and the Project infrastructure and utility plans and any capacity assessments to ensure that impacts are adequately identified and analyzed.

The EIR will describe adopted policies, programs, and standards associated with the provision of utilities. The analysis of utilities impacts will identify the water, sewer, and storm water improvements proposed by the Project, any additional improvements identified by service providers, and will determine whether significant environmental impacts would occur with Project implementation. If significant impacts are identified, appropriate mitigation measures will be recommended.

#### *Chapter 4: Cumulative Impacts*

De Novo will assess the impacts of the Project in combination with other known, approved or reasonably foreseeable projects in the region and development forecast by the General Plan. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known development and planning projects in the region, development forecasts contained in the City's General Plan, as well as consideration of General Plans in the region. The analysis will be based on existing available information and information developed for the Project in any technical reports.

#### *Chapter 5: Other CEQA Requirements*

The chapter will address other topics required by CEQA including growth-inducing impacts of the project, significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, and a summary of impacts that are less than significant or of no impact.

This section will also provide a brief analysis of topics that were determined to be less than significant in the Initial Study. We anticipate that the Initial Study will identify certain CEQA topics that will not have a significant environmental impact and will not require more detailed analysis. The following is a list of those topics: Aesthetics, Agricultural and Forest Resources, Air Quality, Greenhouse Gas Emissions and Energy, Land Use and Planning, Population and Housing, Mineral Resources, Noise, Public Services and Recreation, and Traffic.

#### *Chapter 6: Alternatives Analysis*

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project. We anticipate that the Alternatives will include: No Build, No Project (Existing Master Plans), and the Proposed project (Proposed Master Plans). The alternatives

analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the Project. These alternatives will be described qualitatively. The alternatives analysis will qualitatively address the extent that the alternatives can achieve project objectives or reduce adverse impacts in contrast with the Project.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed Project based on the significant environmental effects identified in the Draft EIR.

*Chapter 7: Report Preparers and References*

This chapter will identify all persons assisting in the preparation of the EIR as well as agencies and materials referenced for preparation of the EIR.

*Deliverables: All Administrative Draft documents will be provided electronically in MS Word and/or PDF format. Submittal will be via email.*

### **Task 6 – Public Draft Environmental Impact Report**

Upon receiving a single consolidated set of comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a “Screencheck Draft EIR” for City review before Draft EIR production and public review. Our scope anticipates a second “Screencheck Draft EIR” may be necessary to ensure all comments have been addressed. Any final City edits will be incorporated into the Draft EIR. This scope assumes that no additional technical analysis is necessary as a result of the Administrative Draft or Screencheck comments. The Draft EIR will be provided to the City in electronic format for distribution to agencies and the public. De Novo will distribute copies to the State Clearinghouse on behalf of the City.

*Deliverables: Fifteen (15) copies delivered by De Novo to the State Clearinghouse. Twenty (20) CDs and five (5) hard copies of the Draft EIR mailed to the City. We will provide the City with an electronic copy of the Notice of Availability to publish in the newspaper and to deliver to the County Clerk.*

*Note: We anticipate that the City will deliver the Notice of Availability to the County Clerk and the local newspaper.*

### **Task 7 – Prepare Response to Comments/Administrative Final EIR**

#### Administrative Draft FEIR

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments on the Draft EIR received by the City, including verbal comments recorded at the public hearing. The Final EIR document will include an introduction chapter that describes the information provided in the document and summarizes the CEQA process for the Project. The second chapter will include the comment letters and responses to Draft EIR comments. The third chapter will identify all revisions to the Draft EIR (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~strikethrough~~ for deleted text).

De Novo Planning Group

With respect to the Final EIR and Response to Comments, the De Novo team anticipates up to 20 comment letters of normal detail (one or two pages in length) and up to 10 comment letters of greater detail (up to 10 pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate.

De Novo will prepare a mitigation monitoring and reporting program (MMRP) that describes the mitigation measures that will be adopted in order to mitigate or avoid significant effects on the environment. The MMRP will identify the timing, responsible party, and implementation action for each mitigation measure in the EIR. The MMRP will be incorporated into the FEIR.

*Deliverables: All Administrative Draft documents will be provided electronically in MS Word and/or PDF format. Submittal will be via email.*

### **Task 8 – Public Final EIR**

#### Final Environmental Impact Report

The Administrative Final EIR will be submitted for City review. Once we receive City staff comments we will prepare a Screencheck version for City review. We assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release. This scope assumes that City comments are provided as a single consolidated set of comments and that no additional technical analysis is necessary as a result of the Administrative Draft or Screencheck comments.

The Final EIR will include a Mitigation Monitoring and Reporting Program and the Response to Comments.

#### CEQA Findings: Findings of Fact and Statement of Overriding Considerations

The De Novo Team will prepare CEQA Findings of Fact and Statement of Overriding Considerations (Findings/SOC) pursuant to requirements of Public Resources Code §§21081 and 21094 and State CEQA Guidelines §§15091 and 15093. The SOC will include specific reasons to support City approval of the project based on the Final EIR and substantial evidence in the City's record. The Findings/SOC will be prepared using the format preferred by the City and will be provided to City staff for an administrative review. Comments received from staff regarding the Administrative Findings will be incorporated into the final Findings for use by the City at the public hearings.

#### Notice of Determination

De Novo will prepare the Notice of Determination (NOD) for filing with the County Clerk and State Clearinghouse upon Project adoption. The NOD will be provided to the City in electronic format for signatures and filing with the appropriate fees at the County Clerk. Our scope does not include the filing fees. Once the NOD is signed, we will obtain a copy and deliver it with the State Clearinghouse.

De Novo Planning Group

*Deliverables: Up to twenty (20) CDs and five (5) hard copies of the Final EIR mailed to the City. The Findings/SOC will be provided electronically via email. One electronic copy of the NOD. De Novo will submit the signed NOD to the SCH.*

### **Task 9 – Project Coordination Meetings and Project Management**

The De Novo team will attend the following meetings:

- One (1) kick-off conference call
- One (1) scoping meeting (shown under Task 3)
- Monthly call to discuss project status
- Two (2) public hearings

De Novo will be responsible for preparing and presenting the CEQA documentation at staff-level and public meetings/hearings. We will be responsible for power points, handout materials, and graphics as needed. We anticipate that the Project Manager will be required for each meeting.




### **Assumptions**





This proposal is based on the following assumptions. We propose to prepare the environmental documents based on the body of statutes, guidelines, and case law that are in affect at the time the contract is executed. Any significant revision to the project after City and the Applicant Team approve the project description is considered outside of the scope of this proposal. Any additional work that is requested by City or the Project Applicant Team that is outside of the scope of this proposal may require a contract amendment. Additional meetings not identified in this proposal are outside of the scope, but can be accommodated on a time and materials basis. We anticipate timely cooperation with the client, lead agency staff, and other responsible agency staff. If work is halted or delayed for thirty (30) days or more, De Novo shall be reimbursed for costs to date and the time required to re-familiarize staff with the project. In the event that the environmental document receives a legal challenge, De Novo will provide assistance to the legal defense on a time and materials basis. The City and Project Applicant Team will provide the De Novo team with a single, consolidated set of comments on all draft documents within one week. If additional time is needed to review documents, the schedule shall be extended accordingly. The City and Applicant Team will provide relevant GIS data, technical reports, and relevant City planning documents to the De Novo team promptly at the start of the Project and throughout the Project as reports and documents are revised at no cost.

### D. PROJECT SCHEDULE

The following schedule would deliver the certified EIR under a realistic timeline based on the De Novo Team's experience completing comparable EIRs, but there are numerous opportunities to expedite the process if desired. The De Novo Team is comprised primarily of "Principal-level" team members, which allows us to be extremely efficient. The schedule provides the time necessary to complete administrative draft and screencheck versions of each document, adequate time for City staff to review each draft document, required statutory public review periods, and public meetings/hearings. The timeline does anticipate a prompt start date and timely cooperation by the City, responsible and resource agencies, and utility/service providers throughout the process. To successfully deliver the project on time and on budget it is imperative that the De Novo Team receives one set of consolidated comments on each internal draft within the timeframe specified in the project schedule.

Tasks	Weeks	2018										2019				
		Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb				
Project Kickoff	1															
Initial Study, NOP, Scoping Meeting	6															
Administrative Draft EIR	20															
Public Draft EIR	6															
Administrative Final EIR	10															
Public Final EIR	6															
Noticing/Findings/SOC/Approval Hearings	6															
Project Management and Administration	-	*														

-  De Novo Team Work Period
-  City Review
-  Public Review Period

-  De Novo/City Staff Conference Call
-  Public Meeting/Hearing
-  Public Review Document
-  Admin/Screen Draft Document or Memo

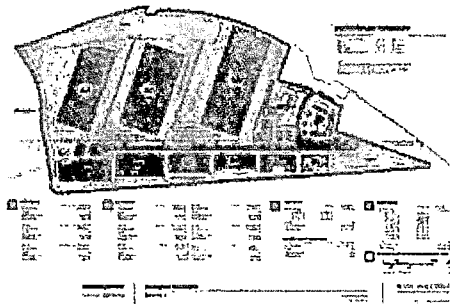
## E. EXPERIENCE

De Novo Planning Group has considerable experience working on projects in the City of Lathrop. We are currently in the process of preparing a comprehensive General Plan Update and are very familiar with the land use and infrastructure throughout the City.

### Project Experience and References

The following is a select summary of recent EIR experience. These select projects represent large complex planning projects that included community opposition and potential legal challenges. A more comprehensive list of other projects follows. We are happy to provide additional references if requested.

#### City of Lathrop, South Lathrop Specific Plan EIR



De Novo completed the EIR for the South Lathrop Specific Plan (SLSP). Steve McMurtry led the team and Ben Ritchie and Beth Thompson provided technical support. Encompassing 315 acres, the SLSP provides infrastructure and services to adequately and responsibly support development. Land use designations within the Plan Area include commercial office (10 acres), limited industrial (222 acres), open space (31.5 acres), and related public facilities (51.5

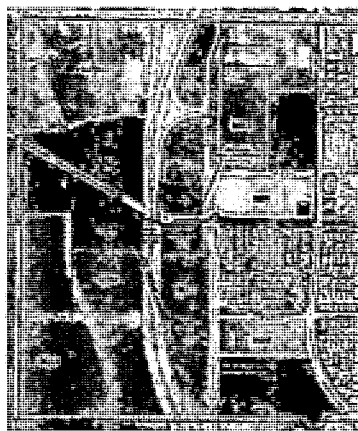
acres). The project anticipates development of 4M square feet of employment-generating uses.

#### Reference:

Community Development Department  
390 Towne Centre Drive  
Lathrop, CA 95330

Rebecca Willis  
Community Development Director  
(209) 941-7267  
rwillis@ci.lathrop.ca.us

#### City of Brentwood, Priority Area 1 (PA-1) Specific Plan and EIR



De Novo is preparing a Specific Plan and Environmental Impact Report for the Priority Area 1 (PA-1). Ben Ritchie is leading the Specific Plan project team, and Steve McMurtry is leading the EIR team. PA-1 is a 373-acre project site located in the northwest corner of Brentwood, and is a projected focal point for jobs and mixed-use development. The Specific Plan will create the precise criteria for the growth and development of PA-1 by establishing a vision for the area, identifying uses desired and allowed in PA-1, and planning for infrastructure improvements to support future development.

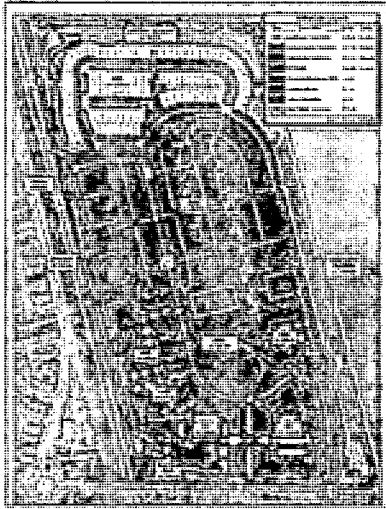


**Reference:**

City of Brentwood  
 Planning Department  
 150 City Park Way  
 Brentwood, CA 94513

Erik Nolthenius  
 Planning Manager  
 (925) 516-5137  
 enolthenius@brentwood.ca.gov

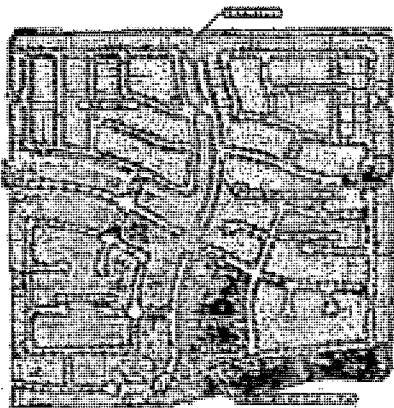
**City of Davis – Cannery Master Plan EIR**



The De Novo team completed a detailed and complex project-level EIR for the Cannery Project in Davis. The Cannery project consists of redevelopment and reuse of a 100-acre industrial site, formerly used as a tomato cannery. The project includes approximately 550 residential units, 136,000 square feet of mixed commercial and office space, parks, extensive bicycle networks, and urban farm, and a wide range of off-site infrastructure improvements. The project received an exceptionally high level of public scrutiny, and underwent several significant changes during development of the EIR. The project received an exceptionally high level of public scrutiny, and underwent several significant changes during development of the EIR. De Novo successfully addressed a wide range of complex environmental issues in

the EIR, and the EIR was successfully certified by the City Council in November 2013. The American Planning Association has labeled the project as one of the most “Innovative New Smart Growth Communities” in the country.

**City of Manteca Oakwood Landing Master Plan EIR**



De Novo Planning Group prepared an EIR for the Oakwood Landing project in Manteca. The project encompassed 258.29 acres and included 290 high density residential units and up to 975 low density residential units. Additionally, the proposed Project includes 13.0 acres of general commercial uses anticipated to provide up to approximately 237,838 square feet of commercial. The Project would provide approximately 16.06 acres of parkland and would maintain approximately 6.77 acres of open space.

**Reference:**

City of Manteca  
 Community Development Department  
 1001 West Center Street  
 Manteca, CA 95337

Greg Showerman  
 Community Development Director  
 (209) 456-8500  
 gshowerman@ci.manteca.ca.us

## Other Experience

De Novo Planning Group has prepared countless planning, design, and environmental documents for projects since our incorporation. Additionally, the Principals have extensive experience managing environmental documents while employed at large consulting firms. Below is a brief list of projects:

### *Hospital Projects*

- City of Jackson, Sutter Amador Hospital Expansion EIR.
- City of Monterey, Community Hospital of Monterey Peninsula Expansion EIR.

### *Mixed Use Projects*

- City of Manteca, 2016. Family Entertainment Zone EIR.
- City of Clearlake, Provinsalia Specific Plan EIR.
- City of Los Banos, Stonecreek Area Plan EIR.
- City of Madera, Ventana Specific Plan and Environmental Impact Report.
- City of Merced, S-Bridges Specific Plan and EIR.
- City of Gilroy, Glen Loma Ranch Specific Plan EIR.
- City of Gilroy, Hecker Pass Specific Plan/South Valley Community Church EIR.
- City of Turlock, Morgan Ranch Specific Plan EIR.
- County of Monterey, Rancho San Juan Specific Plan EIR.

### *Schools/ Parks Projects*

- City of Tracy. 2010. Holly Sugar Sports Park EIR/EIS (CEQA/NEPA)
- Stockton Unified School District. 2009. Franklin High School Improvements Project MND.
- Stockton Unified School District. 2009. Chavez High School Improvements Project MND.
- Novato Unified School District, Hamilton Elementary School Expansion Project MND.
- Novato Unified School District, PBC Parcels 2 and 3 (Charter High School and District Food and Maintenance Services) MND.

### *Energy/Mine Projects*

- Shasta County. 2012. Sierra Pacific Industries Cogeneration Plant EIR.
- Imperial County. 2011. Campo Verde Solar Energy Project EIR/EIS.
- Imperial County. 2010. Centinella Solar Energy Project EIR/EIS.
- Shasta County. 2012. Moody Flats Mine EIR.
- Kern County, Famoso Ethanol Plant EIR
- Imperial County, Pacific Ethanol Plant EIR
- Imperial County, Cilion Ethanol Plant EIR

### *Commercial Development Projects*

- City of Lathrop, 2016. Pilot Flying J Travel Center EIR.
- City of Modesto. 2010. Bertolotti Transfer Station IS/MND.
- City of Jackson, Home Depot EIR.
- El Dorado County, Circle K and 76 Gas Station EIR.
- Imperial County, Calexico-Imperial County Enterprise Zone EIR.
- City of Elk Grove, Laguna Ridge Town Center Supplemental EIR.

### *Residential Development Projects*

- City of Manteca, 2016. Oakwood Trails EIR.
- Amador County, Lake Comanche Mitigated Negative Declaration.

De Novo Planning Group

- City of Elk Grove, Bell South Environmental Impact Report.
- City of Elk Grove, High Density Residential General Plan Amendment and Rezone EIR.
- City of Elk Grove, Sterling Meadows EIR.
- City of Placerville, Fairway Pines EIR.
- Colusa County, Reddington Ranch Subdivision Mitigated Negative Declaration.
- Colusa County, Steinbuch Subdivision Mitigated Negative Declaration.
- Lake County, Valley Oaks Development EIR.
- Mono County, Rodeo Grounds Specific Plan EIR.
- Nevada County, Wolf Creek Estates Revised Draft EIR.
- Town of Truckee, Gregory Creek EIR.
- Town of Truckee, Old Greenwood FEIR Addendum.
- Town of Truckee, Tahoe Boca Subdivision EIR.

*Special District Projects*

- Paradise Irrigation District. 2012. Water Rights Extension and Sphere of Influence Annex. EIR.
- Pebble Beach Community Service District Facilities Improvements CEQA Documents.
- Nipomo Community Services District Expansion EIR.
- Paradise Irrigation District, Water District Acquisition and SOI Expansion ND.

*Transportation Projects*

- Butte County Association of Government. 2012. 2012 Butte County MTP and SCS EIR.
- Butte County Association of Governments/Caltrans. 2009. State Route 99/Neal Road Intersection Project CEQA/NEPA compliance and Caltrans technical studies.
- Butte County Association of Government. 2008. 2008 Butte County RTP EIR.
- Yuba County/Caltran. 2011. State Route 70/Feather River Boulevard Interchange Project CEQA/NEPA compliance.
- Nevada County Transportation Commission. 2010. 2010 Nevada County RTP EIR.
- City of Tracy. 2012. MacArthur Drive Widening Project CEQA/NEPA compliance.
- County of Fresno. 2011. Belmont Avenue Widening Project Natural Environmental Study.
- County of Fresno. 2011. San Diego Avenue Widening Project Natural Environmental Study.
- City of Jackson/Amador County Transportation Commission. 2012. City of Jackson Circulation Improvement Program Environmental Screening and CEQA.
- Calaveras Council of Governments. 2012. 2012 Calaveras Co. RTP CEQA.
- Mariposa County Transportation Commission. 2012. 2012 Mariposa County RTP CEQA.
- Amador County Transp. Commission. 2009. Plymouth Transportation Improvement Project.
- Amador County Trans. Commission. 2010. SR 88/Pine Grove Corridor Improvement Project.
- City of Manteca. 2009. Circulation Element Update EIR.
- San Joaquin Council of Governments. 2011. SJCOG 2011 Regional Transportation Plan EIR.
- Shasta County Regional Transportation Planning Agency. 2010. 2010 Shasta County RTP EIR.

*Long-Range Planning*

- City of Campbell, 2016. Campbell General Plan Update.
- City of Milpitas, 2016. Milpitas General Plan Update.
- City of Manteca, 2016. Manteca General Plan Update.
- City of Sebastopol, 2016. Sebastopol General Plan Update.
- City of Martinez. 2016. Martinez General Plan Update EIR.
- City of Manteca, 2016. General Plan and Zoning Updates for SBS Compliance.
- County of Colusa. 2013, Colusa County Zoning Ordinance.
- City of Brentwood, 2013, Brentwood General Plan Update.
- County of Colusa. 2012, Colusa County 2035 General Plan Update.

- City of Cotati. 2012. City of Cotati 2035 General Plan Update.
- City of Foster City. 2012. Foster City General Plan Update EIR.
- City of Lakeport. 2010. Lakeport General Plan Annual Report.
- City of Half Moon Bay. 2010. Half Moon Bay Sign Code.
- City of Lakeport, Lakeport General Plan Update.

#### *Housing Elements*

- City of Lathrop. 2016. Housing Element.
- City of Ripon. 2015. Housing Element.
- City of Winters. 2013. Housing Element.
- City of Novato. 2013. Housing Element Update EIR.
- City of Half Moon Bay. 2010. Housing Element.
- City of Cotati, 2012 Housing Element.
- City of Brentwood, 2013 Housing Element
- Town of Paradise, 2009 Housing Element
- City of Escalon, 2009 Housing Element
- City of Lakeport, 2009 Housing Element
- County of Colusa, 2009 Housing Element

#### *Expert Witness Testimony*

We have served as expert witnesses and litigation support on cases for the following law firms:

- Best, Best, and Krieger - Sacramento
- Richards, Watson, Gershon – Los Angeles

## **F. CONFLICTS OF INTEREST**

De Novo does not have any conflicts of interest.

## **G. PROPRIETARY INFORMATION**

Nothing contained in this proposal is proprietary, and the proposal shall become the property of the City.

## **H. INSURANCE**

De Novo has the appropriate insurance coverage for general liability, auto liability, professional liability, and workers compensation insurance to meet the City's requirements. The City will be named as an additional insured.

## **I. CONTRACT EXCEPTIONS**

We request no contract exceptions.

**AMENDMENT NO. 4**

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF LATHROP  
AND EKI ENVIRONMENT & WATER, INC.  
BUDGET AUGMENTATION FOR THE  
INTEGRATED WATER RESOURCE MASTER PLAN  
PW 10-10 AND WW 15-08**

This Contract Amendment (hereinafter "AMENDMENT") to the agreement between **EKI Environment & Water, Inc. (EKI)** and the City of Lathrop dated May 2, 2016, (hereinafter "AGREEMENT") dated for convenience this May 14, 2018, is by and between **EKI**, ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced and competent to assist the City to provide engineering consulting services required by this agreement; and

**WHEREAS**, on May 2, 2016 City Council approved AGREEMENT for CONSULTANT to prepare the Integrated Water Resources Master Plan Update funded by two CIP's PW 10-10 and WW 15-08 for a sum not to exceed \$750,000 to CONSULTANT; and

**WHEREAS**, on January 12, 2018 Amendment No. 1 was issued for CONSULTANT to prepare the Wastewater Flow Monitoring Study not to exceed \$49,500 and was ratified by City Council on January 29, 2018; and

**WHEREAS**, on February 12, 2018 Amendment No. 2 was issued for CONSULTANT to prepare a Hydraulic Modeling Evaluation and IWRMP Revisions to include the California Military Department's cantonment at the former Sharpe Army Depot for a fee not to exceed \$12,100; and

**WHEREAS**, on February 12, 2018 Amendment No. 3 was issued for CONSULTANT to develop a tracking tool to compile and track historical water and wastewater capacity allocations on a parcel level basis for a fee not to exceed \$15,500; and

**WHEREAS**, CONSULTANT has provided a scope of work not to exceed \$63,000 for Amendment No. 4 to provide additional engineering consulting services to further develop the IWRMP during the final phase of the project to complete California Environmental Quality Act (CEQA) compliance and approval of final IWRMP documents.

**NOW, THEREFORE**, CONSULTANT and CITY agree as follows;

**AMENDMENT No. 4 to AGREEMENT**

**(1) Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended as follows:**

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee dated May 1, 2018 submitted by the CONSULTANT, attached hereto as Exhibit "A".

The aforementioned work is in addition to the scope of work in the original AGREEMENT dated May 2, 2016 for the Integrated Water Resources Master Plan Update. The scope of work is hereby amended by adding Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY'S satisfaction.

**(2) Compensation. Section (2) of the Agreement for Consulting Services is hereby amended as follows:**

City hereby agrees to pay CONSULTANT a sum not to exceed \$890,000 (\$750,000 for the original AGREEMENT, \$49,500 for AMENDMENT No. 1, \$12,100 for Amendment No. 2, \$15,500 for Amendment No. 3, and \$63,000 for Amendment No. 4) on a time and material basis as detailed in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work or this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term**

The effective date of AMENDMENT No. 4 is May 14, 2018, and shall terminate no later than June 30, 2019. All other terms of the original AGREEMENT shall remain in full force and effect.

**(4) Applicability To Original Consultant Agreement**

All terms and conditions set forth in the AGREEMENT dated May 2, 2016 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

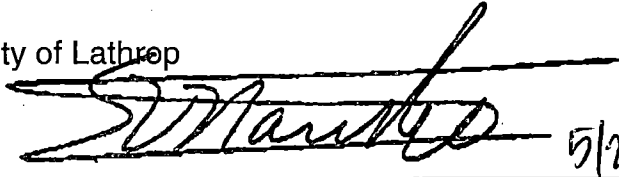
**(5) Signatures**

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
EKI ENVIRONMENT & WATER, INC.**

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

Approved as to Form:

City of Lathrop



5/2/18

Salvador Navarrete  
City Attorney

Date

Recommended for Approval:

City of Lathrop

Greg Gibson  
Senior Civil Engineer

Date

Approved By:

City of Lathrop  
390 Towne Centre Drive,  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

**Erler & Kalinowski, Inc.**  
**1870 Ogden Drive**  
**Burlingame, CA 94010-5306**

Fed ID # \_\_\_\_\_

Business License # \_\_\_\_\_

Signature

Date

(Print Name and Title)

1 May 2018

Greg Gibson  
Senior Civil Engineer  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, California 95330

**Subject: Proposed Budget Augmentation for Integrated Water Resources Master Plan**  
City of Lathrop  
(EKI B8-090)

EKI Environment & Water, Inc. (EKI; formerly known as Erler & Kalinowski, Inc.) is pleased to submit this proposed budget augmentation for providing the City of Lathrop (City) continued support with finalizing the 2018 Integrated Water Resources Master Plan (IWRMP). This budget augmentation includes (1) additional scope items required to prepare the Draft IWRMP, (2) technical support for the preparation of the Environmental Impact Report (EIR) for the IWRMP, and (3) as-needed consulting services to assist in finalizing the IWRMP.

## BACKGROUND

EKI has completed the Draft IWRMP under a previously approved scope of work for Phase 2 of the IWRMP dated 7 February 2017. EKI is currently updating the Draft IWRMP under separate scopes of work to incorporate both findings from a wastewater flow monitoring study and an evaluation of connecting the California Military Department at Sharpe Army Depot to the City's water and wastewater systems.

Prior to formal adoption of the final IWRMP by the City, the IWRMP needs to undergo California Environmental Quality Act (CEQA) environmental review. The City and its consultant De Novo Planning Group will prepare a Programmatic EIR for the IWRMP which is intended to meet the CEQA requirements. The EIR is anticipated to be completed by February 2019.

In preparation of the Draft IWRMP, at the City's request, EKI performed additional tasks that were not included in the 7 February 2017 scope of work. In addition, the project duration was extended due to difficulty in obtaining the required information from the City and other stakeholders and as a result of extended City review periods. Therefore, a budget augmentation is needed to cover the additional tasks required to complete the Draft IWRMP. An explanation of these additional tasks and the resulting proposed budget augmentation is provided in Task 1, below.

The City has also requested assistance in managing the preparation of this CEQA documentation to ensure that the technical materials in the document are accurately represented and any

Formerly known as Erler & Kalinowski, Inc.



proposed mitigation measures are appropriate (Task 2). This budget amendment also includes a task for EKI to provide consulting services on an as-needed basis to address issues related to the IWRMP prior to formal adoption by the City (Task 3).

EKI's scope of work for the budget augmentation is presented below.

## **PROPOSED SCOPE OF WORK**

### **Task 1 – Budget Augmentation for Additional Tasks Performed to Develop the Draft IWRMP**

Provided below is a discussion of the tasks from the 7 February 2017 proposal for which additional work was added to the scope after the approval of the proposal. As a result of this additional work, additional budget is needed to complete our scope.

- **Task 9 – Phase 2 Project Management:**

This original scope for this task included eight (8) progress meetings and miscellaneous project management tasks over the project duration. However, due to the extended project schedule and coordination efforts, EKI participated in 11 progress meetings and 20 weekly coordination meetings. Additionally, EKI performed six more months of project management tasks than originally anticipated. It is estimated that approximately \$4,500 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

- **Task 10 – Phase 2 Stakeholder Engagement:**

This original scope for this task included two (2) group stakeholder meetings and ongoing coordination. However, EKI participated in four (4) individual stakeholder meetings. In addition, EKI performed the following additional stakeholder engagement tasks:

- EKI reviewed Central Lathrop Specific Plan (CLSP) recycled water infrastructure plans, performed a preliminary round of recycled water modeling prior to starting the recycled water master plan update, and prepared a technical memorandum;
- EKI prepared a revised South Lathrop hydraulic modeling evaluation technical memorandum;
- EKI performed more extensive coordination with River Islands to obtain infrastructure information;
- EKI participated in multiple outreach efforts with developers to verify development and infrastructure assumptions; and
- EKI coordinated with Army & Air Force Exchange Services (AAFES) and reviewed their water demand and wastewater flow projection assumptions.

It is estimated that approximately \$9,000 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

- Task 11 – Water System Master Plan Update:

In preparation of the Water System Master Plan Update, EKI performed the following additional tasks that were not anticipated in the original proposal:

- EKI performed one extra day of hydrant testing because the meters provided by the City during the first day of testing were determined to have been faulty;
- EKI reformatted all report figures at the City's request;
- EKI prepared materials for and participated in multiple technical to present findings of the water system master plan because of the extended City review period and limited availability of key staff.

It is estimated that approximately \$5,000 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

- Task 12 – Wastewater System Master Plan Update:

In preparation of the Wastewater System Master Plan Update, EKI performed the following additional tasks that were not anticipated in the original proposal:

- EKI revised and reran the hydraulic model and revised the Wastewater System Master Plan to model wastewater flows from California Natural Products to equal their available allocation instead of a calculated flow based on the industrial land use factor;
- EKI reformatted all report figures at the City's request;
- EKI prepared materials for and participated in multiple technical to present findings of the water system master plan because of the extended City review period and limited availability of key staff.

It is estimated that approximately \$5,500 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

- Task 13 – Recycled Water System Master Plan Update:

In preparation of the Recycled Water System Master Plan, at the City's request, EKI performed multiple reviews of the Recycled Water Technical Memorandum prepared by PACE. These reviews had not been anticipated in the original proposal. It is estimated that approximately \$2,000 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

- **Task 14 – Supplemental Technical Services:**

As part of this task, EKI was scoped with importing the City's 2016 water billing data into EKI's database and adding this data to the water demand evaluation. However, the first set of 2016 billing data provided by the City included an incomplete set of records in October through December 2016. EKI spent additional effort above originally anticipated to identify this missing data, process the preliminary 2016 demand factors based on October 2015 - September 2016 data, and reimport and process the full 2016 data set after an updated set of the data was provided by the City. It is estimated that approximately \$2,000 of additional budget was expended on this task beyond what was anticipated during the preparation of the proposal.

In total, it is estimated that approximately \$28,000 of additional budget was expended to complete IWRMP Tasks 10 through 14.

**Task 2 – CEQA Support**

The City has requested that EKI assist the City in managing the preparation of this CEQA documentation. EKI CEQA support tasks will include the following:

- Review of the project description for accuracy with the IWRMP;
- Review of the Administrative Draft EIR for accuracy and applicability of proposed mitigation measures; and
- Participation in up to two conference calls with the City and its CEQA consultant.

**Task 3 – As-Needed Consulting Services**

EKI will provide consulting services on an as-needed basis to carry the project through the IWRMP adoption by the City including regular communications, project coordination, stakeholder outreach, and technical support on various water, wastewater, and recycled water planning-related issues. For budgeting purposes, EKI assumes that IWRMP adoption will be completed within by February 2019 and that no major revisions to the hydraulic model or IWRMP findings will be requested by the City.

**COMPENSATION**

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2018 (Attachment B). Based on the Scope of Work described above, we propose a total budget augmentation of \$63,000, as shown by task in Table 1.

**Table 1. Proposed Cost by Tasks**

<b>Task</b>	<b>Description</b>	<b>Task Total</b>
1	Budget Augmentation for Additional Tasks Performed to Develop the Draft IWRMP	\$28,000
2	CEQA Support	\$10,000
3	As-Needed Consulting Services	\$25,000
<b>Total Estimated Budget</b>		<b>\$63,000</b>

**PROJECT SCHEDULE**

EKI is available to initiate work upon receiving authorization from the City. This proposal covered work through adoption of the IWRMP, which is anticipated in February 2019.

**TERMS AND CONDITIONS**

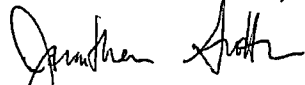
Except as specifically modified above, all other terms of our 2 May 2016 Agreement shall remain in full force and effect. If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

ERLER & KALINOWSKI, INC.



Jonathan Sutter, P.E.  
Project Manager



Stephen A. Tarantino, P.E.  
Vice President

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:                                   AGREEMENT WITH HYDROFOCUS, INC. FOR  
WASTEWATER DISCHARGE REQUIREMENTS PERMIT  
COMPLIANCE**

**RECOMMENDATION:   Adopt Resolution Approving an Agreement with  
HydroFocus, Inc. for Groundwater Monitoring and  
Reporting Services for Waste Discharge  
Requirements Permit Compliance for the Lathrop  
Consolidated Treatment Facility for Fiscal Year  
2018-2019**

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**SUMMARY:**

Professional services with HydroFocus, Inc. (HydroFocus) are necessary to continue providing groundwater and water supply monitoring and reporting services to maintain compliance with the Waste Discharge Requirements (WDRs) set forth by the Regional Water Quality Control Board (RWQCB) to protect the public's health and the environment. The proposed agreement is for HydroFocus to continue groundwater and water supply monitoring services during FY 2018-2019. The annual cost of these services is not to exceed \$71,090 in accordance with the scope and fee proposal provided by HydroFocus Funds to pay for these services will be included in the FY 2018-2019.

**BACKGROUND:**

HydroFocus has been providing groundwater and water supply monitoring and reporting services to assist the City of Lathrop in meeting the provisions of the Waste Discharge Requirements (WDRs) for the Crossroads and Lathrop Consolidated Treatment Facility (LCTF) wastewater treatment plants since 2005. The RWQCB approved a new permit in May 2016 that consolidated the monitoring requirements for the LCTF and Crossroads facilities under a single permit. The cost for the HydroFocus agreement for services needed for permit compliance for groundwater monitoring and reporting requirements for FY 2018-19 is \$71,090.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018, CITY COUNCIL MEETING**  
**AGREEMENT WITH HYDROFOCUS, INC. FOR WASTEWATER DISCHARGE**  
**REQUIREMENTS PERMIT COMPLIANCE**

**REASON FORRECOMMENDATION:**

Groundwater and water supply monitoring services are needed for compliance with the Waste Discharge Requirements (WDRs) for the Lathrop Consolidated Treatment Facility (LCTF) and Crossroads wastewater treatment facilities to ensure that the City's land application of recycled water does not degrade water resources. HydroFocus has been providing these services to assist the City with permit compliance with the WDRs since 2005 and has developed a unique knowledge base of the City's groundwater monitoring permit requirements. Pending budget approval, Staff requests City Council to authorize the City Manager to approve an agreement with HydroFocus for the attached scope of services and a revised scope and fee in order for HydroFocus to continue to provide groundwater and water supply monitoring and reporting services for the FY 2018-2019.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Public Safety by maintaining compliance with Waste Discharge Requirements which protect public health and the environment.

**FISCAL IMPACT:**

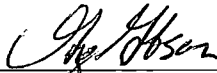
In accordance with the scope and fee proposal by HydroFocus, the annual cost of services is \$71,090. Funds to pay for these services will be included in the budget for FY 2018-2019 to be paid from Fund 608-5034-452-2001 and Fund 605-5031-452-2001.

**ATTACHMENTS:**

- A. Resolution Approving an Agreement with HydroFocus for Groundwater and Water Supply Monitoring and Reporting Services for Waste Discharge Requirements Permit Compliance for the Lathrop Consolidated Treatment Facility for Fiscal Year 2018-2019
- B. Agreement with HydroFocus for Groundwater and Water Supply Monitoring and Reporting Services for Waste Discharge Requirements Permit Compliance for the Lathrop Consolidated Treatment Facility for Fiscal Year 2018-219

**CITY MANAGER'S REPORT** **PAGE 3**  
**MAY 14, 2018, CITY COUNCIL MEETING**  
**AGREEMENT WITH HYDROFOCUS, INC. FOR WASTEWATER DISCHARGE**  
**REQUIREMENTS PERMIT COMPLIANCE**

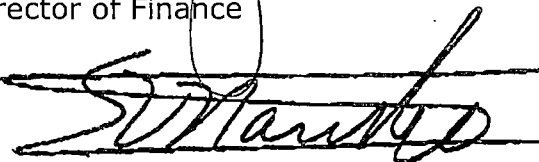
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

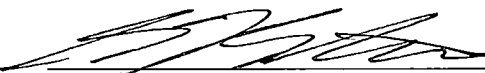
04/30/18  
Date

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

5/1/18  
Date

  
\_\_\_\_\_  
Salvador V. Navarrete  
City Attorney

5/2/18  
Date

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

5-7-18  
Date

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
TO APPROVE AN AGREEMENT WITH HYDROFOCUS, INC. FOR  
GROUNDWATER MONITORING AND REPORTING SERVICES FOR WASTE  
DISCHARGE REQUIREMENTS PERMIT COMPLIANCE FOR THE LATHROP  
CONSOLIDATED TREATMENT FACILITY FOR FISCAL YEAR 2018-2019**

**WHEREAS**, groundwater and water supply monitoring services are needed to meet Waste Discharge Requirements (WDRs) for the Lathrop Consolidated Treatment Facility (LCTF) that are set forth by the Regional Water Quality Control Board (RWQCB) to protect the public's health and the environment; and

**WHEREAS**, HydroFocus, Inc. (HydroFocus) has been providing groundwater and water supply monitoring services to assist the City of Lathrop to meet the provisions of the Waste Discharge Requirements (WDRs) for the Lathrop Consolidated Treatment Facility (LCTF) and Crossroads wastewater treatment plants since 2005; and

**WHEREAS**, the RWQCB adopted a new permit in May 2016 that consolidated the monitoring requirements for the LCTF and Crossroads facilities under a single permit; and

**WHEREAS**, HydroFocus has provided a scope and fee proposal to provide services for groundwater monitoring and reporting required under the new permit for FY 2018-2019 for a cost of \$71,090; and

**WHEREAS**, appropriations in Fund 608-5034-452-2001 and in Fund 605-5031-452-2001, to be included in the FY 2018-2019 budget to pay for the cost of these services;

**NOW, THEREFORE, BE IT RESOLVED**, pending budget approval, the City Council of the City of Lathrop approves an agreement with HydroFocus for groundwater and water supply monitoring and reporting services for Waste Discharge Requirements permit compliance for the Lathrop Consolidated Treatment Facility for Fiscal Year 2018-2019 for a cost not to exceed \$71,090.



The foregoing resolution was passed and adopted this 14th day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

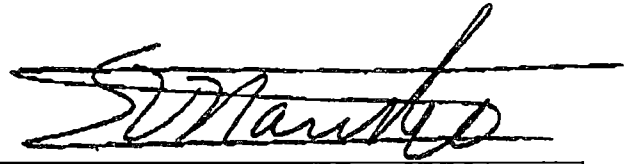
ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "S. Navarrete", is written over a horizontal line. The signature is stylized and cursive.

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

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

**CITY OF LATHROP  
AGREEMENT FOR HYDROLOGIC PROFESSIONAL SERVICES WITH  
HYDROFOCUS, INCORPORATED  
FOR GROUNDWATER AND WATER SUPPLY MONITORING AND  
REPORTING FOR FY 2018-2019**

**THIS AGREEMENT**, dated for convenience this 1st day of July, 2018, is by and between HydroFocus, Incorporated (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Groundwater and Water Supply Monitoring and Reporting for Waste Discharge Requirements Permit Compliance, which will be required by this agreement; and

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

**WHEREAS**, CONSULTANT is willing to render such Groundwater and Water Supply Monitoring and Reporting for Waste Discharge Requirements Permit Compliance, as hereinafter defined, on the following terms and conditions;

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

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to perform quarterly groundwater monitoring and reporting for the Lathrop Consolidated Treatment Facility for the Waste Discharge Requirements Permit Compliance in accordance with the scope of work and fee proposal provided by CONSULTANT, hereafter referred to as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY’S satisfaction.

**(2) Compensation.**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$71,090 (for the services, time, and materials set forth in Exhibit “A” and incorporated herein by reference. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's City Manager prior to the commencement of the work. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

**(3) Effective Date and Term.**

The effective date of this Agreement is July 1, 2018 and it shall terminate no later than June 30, 2019. Additional extensions or renewals of this contract after the first year of this agreement shall be based upon the agreement of the parties at that time.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED

**(7) Assignment of Personnel**

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

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative John Fio, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

**(8) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S City Manager.

CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S City Manager.

**(9) Insurance**

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

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

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
  - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's City Manager, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
  - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
  - (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
    - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
    - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
    - (iii) Terminate this Agreement.

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

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

**(10) Indemnification - CONSULTANT'S Responsibility**

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

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

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY shall indemnify, defend, and hold CONSULTANT, 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 CITY, its employees, subcontractors, or agents.

**(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.



**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

**(12) Business Licenses**

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

**(13) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

**(14) Funding**

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

**(15) Notices**

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

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

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330

MAIN: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: HydroFocus, Incorporated  
P.O. Box 2401  
Davis, CA 95618

Phone: (530) 756-2840  
Fax: (530) 756-2687

**(16) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Dispute Resolution**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives of HydroFocus, Inc. and the Subcontractor who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen [15] days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party and of any other person who will accompany the representative. Within thirty [30] days after delivery of the disputing party's notice, the representatives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the dispute has not been resolved by negotiation within forty-five [45] days of the disputing party's notice, or if the parties failed to meet within thirty [30] days, the parties shall endeavor to settle the dispute by mediation. The mediation shall be conducted by a professional or community mediation service reasonably acceptable to both parties (acceptance of which shall not be withheld unreasonably). The mediation shall take place in San Joaquin County no later than thirty [30] days after the request of the mediation has first been made. If the parties do not resolve the dispute within twenty [20] days after the commencement of the mediation, only then shall a party be authorized under this Agreement to pursue other remedies available to it under applicable law. The forgoing shall not prevent a party from seeking temporary injunctive or other equitable relief while the dispute resolution or mediation attempts are pending. Each party shall bear its own costs and expenses in connection with the mediation except that the fees of the professional mediation service shall be borne equally by both parties.

**(18) Notice to Proceed**

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

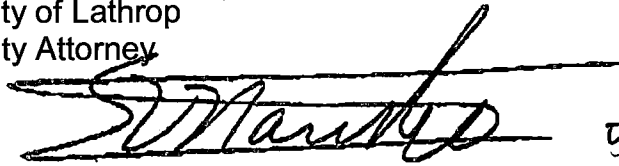
**CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT  
HYDROFOCUS, INCORPORATED**

**(19) Signatures**

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

Approved as to Form:

City of Lathrop  
City Attorney



5/2/18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Senior Civil Engineer

Greg Gibson

Date

Accepted By

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

HydroFocus, Incorporated  
P.O. Box 2401  
Davis, CA 95618

Fed ID # 94-3289577  
Bus Licenses #12-1432

Signature

Date

(Print Name and Title)

**HydroFocus, Inc. Proposed Scope of Work  
2018-2019 Lathrop Consolidated Treatment Facility Groundwater  
Monitoring and Reporting,  
City of Lathrop, WDRs No. R5-2015-0028**

On May 2, 2016, the Regional Water Quality Control Board (RWQCB) adopted the new Waste Discharge Requirements (WDRs) and Monitoring and Reporting Plan (MRP) for the Consolidated Treatment Facility (CTF).<sup>1</sup> The adopted MRP modified the monitoring well network and reduced the monitoring and reporting frequency from quarterly to semiannually, except for newly installed wells where quarterly monitoring was to continue. On February 1, 2018, the RWQCB approved a change in the monitoring frequency from quarterly to semiannually for four newly installed compliance wells located at former LAS-2 and LAS-3. Two newly installed Central Lathrop Specific Plan (CLSP) wells still require five (5) more quarterly sampling events to reach the eight (8) quarter minimum before a reduction in monitoring frequency can be requested. This SOW is for continued CTF groundwater monitoring and reporting.

Task 1 of this Scope of Work (SOW) for the City of Lathrop is for CTF WDRs Permit Compliance and includes:

- Required annual and semiannual groundwater monitoring and reporting events; and
- Required quarterly sampling of newly installed wells (CLSP-11 and CLSP-12). These wells were installed in August 2017 and sampled for three (3) quarters as part of the Central Lathrop Specific Plan (CSLP) expansion. This SOW therefore also includes continued sampling of these two wells (including 2<sup>nd</sup> Quarter 2018) to maintain the required consecutive quarterly sampling schedule for new wells. Additionally, other CLSP monitoring wells will be monitored semiannually due to start-up of storage and disposal operations in the CLSP area.

Throughout the performance period, HydroFocus is requested to review and provide comment on issues related to groundwater conditions, the MRP, monitoring well network modifications (e.g., well destruction plan review, well destruction and installation reports, and WDR and MRP review). Task 1 includes estimated costs for these incidental permit compliance and report review needs based on requests from previous years.

The City's *Engineering Feasibility Study Findings Report, Former Land Application Area LAS-2* submitted to the RWQCB in December 2016 recommended semiannual water quality monitoring of down-gradient Mossdale wells MWM-5, -8, -9, and -13. During the

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<sup>1</sup> The WDRs have been revised and are scheduled to be considered by the Regional Water Quality Control Board in April and could be adopted before this SOW goes into effect at the start of the new Fiscal Year (July 1, 2018). The tentative WDRs reviewed by HydroFocus, Inc. did not include changes that would affect the MRP or this SOW.

2017-18 Fiscal Year, the wells were monitored semiannually. Accordingly, Task 2 of this SOW includes continued semiannual monitoring and reporting for these wells.

The performance period for this work is July 1, 2018 through June 30, 2019 and the cost estimates are summarized below.

<b>Task Description</b>	<b>Cost</b>
Task 1: One (1) annual (Fall 2018) and one (1) semiannual (Spring 2019) Sampling and Reporting events for the Lathrop Consolidated Treatment Facility; including annual well inspection, monitoring of CLSP area wells, and three (3) additional quarterly sampling events for new CLSP area monitoring wells.	<b>\$67,110</b>
Task 2: Monitoring four (4) existing Mossdale wells per the City's LAS-2 Engineering Feasibility Study.	<b>\$3,980</b>
<b>TOTAL</b>	<b>\$71,090</b>

**Task 1: Groundwater Monitoring and Reporting for the CTF**

For cost estimating purposes, we assumed monitoring and reporting for Mossdale, River Islands, CTF/MBR Facility, Pond S6, and CLSP Land Development Areas only. FGL Environmental (FGL) shall provide all water level and water quality monitoring data collection and analytical services under this SOW. Accordingly, FGL provided to HydroFocus the estimated costs to collect the required data in accordance with the City's approved Sampling and Analysis Plan (SAP) provided in Exhibit A.

During the performance period, the WDRs require semiannual monitoring for the CTF monitoring wells and quarterly monitoring for new wells CLSP-11 and CLSP-12. The monitoring results shall be summarized in two individual reports (one semiannual report and one annual report). The required monitoring and reporting schedule is as follows.

<i>Year</i>	<i>Report</i>	<i>Months in Period</i>	<i>Due Date</i>
2018	Annual	July-December	Feb. 1, 2019
2019	Semiannual	January-June	Aug. 1, 2019

Groundwater monitoring includes water level measurements, water quality sampling from monitoring wells, and water quality sampling from four recycled water storage ponds.<sup>2</sup> Duplicates and blanks as specified in the approved SAP; a minimum of 10 percent of the total samples shall be field duplicates and a minimum of 10 percent shall be field blanks. The sampling breakdown follows:

	2018		2019		Total
	3rd Qtr	4th Qtr (Annual)	1st Qtr	2nd Qtr (Semiannual)	
Water Level Measurement Sites	0	26 <sup>1</sup>	0	47 <sup>2</sup>	73
Well Sample Collection Sites	2	26	2	22	52
Pond Sample Collection Sites	0	4	0	1	5
Quality Control Sites	1	3	1	2	7

1. Fourth Quarter 2018 water level data from wells not sampled by FGL will be provided by HydroFocus as part of the annual well inspection.
2. River Islands monitoring well water level data has been provided by River Islands' consultant (ENGEO, Inc.). This SOW assumes River Islands shall continue to provide water level data for the 2018-2019 performance period.

HydroFocus separated the CTF groundwater monitoring and reporting task into five subtasks: A) Groundwater Monitoring and Laboratory Analysis performed by FGL, B) Sampling Coordination and Oversight by HydroFocus, C) Well Inspection and Maintenance Coordination by HydroFocus, D) Reporting by HydroFocus (semiannual and annual groundwater monitoring reports), and E) Groundwater Monitoring and Reporting Activities for CTF Permit Compliance by HydroFocus. The estimated material, labor, and analytical costs for the five subtasks are \$67,110.

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<sup>2</sup> In addition to the monitoring requirements specified in the MRP, this SOW includes monitoring of groundwater in select wells adjacent to storage ponds, sampling of recycled water storage ponds, and analysis of wastewater indicator constituents. Monitoring of groundwater in wells adjacent to storage ponds can identify possible leaks (for example in 2007, groundwater quality changes owing to a leak in the Pond S4 liner were detected in samples from monitoring well MBRMW-1). Sample collection and analysis of pond water provides the chemical composition of water applied to the LAAs, and wastewater indicators (stable isotopes and bromide ion) can detect the presence of recycled water in shallow groundwater.



**A) Groundwater Monitoring and Laboratory Analysis<sup>1</sup> for 2018-19 (4 events)**

Task	Cost (per event) <sup>2</sup>	Total (4 events) <sup>3</sup>
Field Measurements	\$1,224	\$4,896
Well Sampling	\$1,283	\$5,132
Pond Sampling	\$31	\$124
Field Filtering	\$456	\$1,824
Water Level Only Measurements <sup>4</sup>	\$156	\$624
Laboratory Analysis <sup>5</sup>		
Cations/Anions	\$1,646	\$6,584
Nitrogen Constituents	\$1,048	\$4,192
Total Coliform	\$527	\$2,108
Total trihalomethane (TTHM)	\$850	\$3,400
Wastewater Indicators <sup>6</sup>	\$638	\$2,552
Subtotal	\$7,860	\$31,440

1. Sample collection and laboratory analysis will be performed by FGL.
2. Costs vary depending on event. Costs shown here are average costs for two semiannual events and two quarterly events.
3. Includes 2<sup>nd</sup> Quarter 2018 sampling and analytical costs for CLSP-11 and CLSP-12 to maintain the quarterly sampling schedule required for new wells. Accordingly, these wells will be sampled for five quarters.
4. Water level only measurements during 4<sup>th</sup> quarter will be collected by HydroFocus personnel during the annual well inspection.
5. Includes minimum constituent list required by MRP as well as TTHM and wastewater indicators. Hardness will be calculated from cation results.
6. Wastewater indicators include stable isotopes.

**B) Sampling Coordination and Oversight (4 events)**

Task	Hours (per event)	Cost (per event)	Total (4 events)
Sampling Coordination/Oversight	4	\$430	\$1,720

During the annual sampling event, in addition to the active monitoring network wells, all monitoring wells for which the City has approved access<sup>3</sup> will be inspected by HydroFocus personnel and identified maintenance needs communicated to the City of Lathrop Public Works Operations and Maintenance Department. Inspection includes collecting the annual water level measurement.

**C) Well Inspection and Maintenance Coordination (1 event)**

Task	Hours (per event)	Cost (per event)	Total (1 event)
Well Inspection and Maintenance Coordination	68	\$7,110	\$7,110

<sup>3</sup> These include North Lathrop and South Lathrop monitoring wells

During the performance period, one annual and one semiannual report shall be prepared and submitted to the City. A draft semiannual report shall be provided electronically to the City for review at least 5 working days prior to the report due date. The final semiannual report shall be submitted by HydroFocus to the City for submittal to the RWQCB by the City. A draft annual report shall be provided to the City electronically 10 days prior to the report due date; the final annual report shall be provided to the City electronically five days prior to the report due date to facilitate production and submittal to the RWQCB by the City.

**D) Reporting (2 reports)**

Task	Hours (per report)	Cost (per report)	Total (2 reports)
Data entry and QA/QC	32	\$2,573	\$5,146
Figures and maps	10	\$878	\$1,756
Analysis and reporting	61	\$8,339	\$16,678
Production and distribution	3	\$380	\$760
Subtotal	106	\$12,170	\$24,340

This scope does not include the collection and reporting of additional non-groundwater data required for the CTF Annual Report (i.e., pond and land application data, summaries of sludge and/or solid waste disposal, sludge monitoring results, copies of plant operator certification, and forecasted plant flows).

**E) Groundwater Monitoring and Reporting Activities for CTF Permit Compliance**

Throughout the performance period, HydroFocus is requested to review and provide comment on issues related to groundwater conditions, the MRP, monitoring well network modifications, and so forth. This typically includes tasks such as review of well destruction plans, well destruction and installation reports, and WDR and MRP review. Estimated costs for Permit Compliance and Report Review based on past requests is \$2,500.

**Task 2: Monitoring at four Mossdale wells per Engineering Feasibility Study, pending approval by RWQCB**

As part of the City's *Engineering Feasibility Study Findings Report, Former Land Application Area LAS-2*, four (4) down-gradient Mossdale monitoring wells were recommended for semiannual water quality monitoring (MWM-5, -8, -9, and -13). This task includes costs associated with: A) Groundwater Monitoring and Laboratory Analysis performed by FGL, and B) Reporting by HydroFocus (included in semiannual and annual groundwater monitoring reports).

Groundwater monitoring includes water level measurements and water quality sampling from the monitoring wells. As part of the CTF monitoring and reporting (Task

1), well MWM-5 is sampled annually, therefore this task includes one additional monitoring event for well MWM-5, and both annual and semiannual monitoring events for wells MWM-8, -9, and -13. The semiannual event will only include analysis for a partial list of monitored constituents. Duplicates and blanks shall be collected as specified in the approved SAP; a minimum of 10 percent of the total samples shall be field duplicates and a minimum of 10 percent shall be field blanks. The total estimated sampling and analytical cost is \$1,930 (\$965 per event).

During the performance period, results from Task 2 groundwater monitoring will be included in the annual and semiannual CTF monitoring reports. Estimated cost for Data Entry, QA/QC, analysis, and incorporation into the report is \$2,050 (\$1,025 per report). The total estimated cost for this task is \$3,980.

**Groundwater Monitoring, Laboratory Analysis<sup>1</sup>, and Reporting for 2018-19 (2 events)**

Task	Cost (per event) <sup>2</sup>	Total (2 events)
Field Measurements	\$291	<b>\$582</b>
Well Sampling	\$333	<b>\$666</b>
Field Filtering	\$88	<b>\$176</b>
Laboratory Analysis <sup>3</sup>		
Cations/Anions	\$209	<b>\$418</b>
Nitrogen Constituents	\$42	<b>\$84</b>
Sampling and Analytical Subtotal	\$965	<b>\$1,930</b>
Reporting	\$1,025	<b>\$2,050</b>
Subtotal	\$1,980	<b>\$3,980</b>

1. Sample collection and laboratory analysis will be performed by FGL.
2. Costs vary depending on event. Costs shown here are average costs for two semiannual events.
3. Minimum constituent list required by Engineering Feasibility Study. Semiannual analysis of TDS, Na, Cl, and NO<sub>3</sub> and annual analysis of standard cation/anions as required by the MRP.

## I. Groundwater Sampling and Analysis Plan (SAP)

Water levels and well-water samples shall be collected from approved wells and reported quarterly to the RWQCB. Data collection shall utilize the protocols described in this Groundwater Sampling and Analysis Plan (SAP).

### Groundwater Sampling Plan

Quarterly groundwater sample collection, handling, and sampling procedures shall utilize the following protocols<sup>7,8</sup>.

1. A "Well Purging and Sample Log" shall be completed for each sampling site. An example log is included in Appendix A.
2. Measure water levels in well upon arrival at the site. Water levels are measured by electronic sounding or steel tape and recorded to the nearest 0.01 feet. The sounder or tape is cleaned with dilute bleach solution prior to each use to minimize coliform contamination. Calculate volume of water contained in casing.
3. Calibrate the multi-meter probes at each site using appropriate standards. Preliminary measurements of specific conductance are made to select the calibration standard closest to the specific conductance of the well water (within 125-1,500  $\mu\text{S}/\text{cm}$ , depending on the well water conductance).
4. The wells are purged and sampled using a submersible pump and dedicated plastic tubing at each well. The submersible pump is triple-rinsed with de-ionized water between wells. Evacuate a minimum of three well casing volumes from each well prior to collecting the sample. Field parameters (pH, specific conductance, temperature, dissolved oxygen, and oxidation-reduction potential) are monitored using a multi-meter and flow cell during purging (i.e., at the beginning and then following each casing volume). Stabilization of these parameters indicates the collected water is representative of groundwater.
5. If well yield is insufficient to produce three-casing volumes in a reasonable time, the well shall be evacuated and then sampled after recovery.
6. When conditions allow, purge water will be spread on land or the disposal area. Otherwise, purge water will be collected in a tank or drum and transported for spreading at the nearest disposal field.

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<sup>7</sup> U.S. Geological Survey, 1978, National Handbook of recommended methods for water-data acquisition.

<sup>8</sup> Wood, W.W., 1981, Guidelines for collection and field analysis of groundwater samples for selected unstable constituents, U.S. Geol. Survey Techniques of Water Resources Investigations, Book 1, Chapter d2.

7. Following the collection of all other samples, the submersible pump is removed and the sample for total coliform analysis is collected. The coliform analysis sample is collected using a new disposable bailer at each well.
8. Samples to be analyzed for dissolved constituents are filtered in the field using 0.45- $\mu$ m capsule filters. The capsule filters are certified to meet EPA standards for trace metal analysis. Sample bottles and sampling equipment are rinsed thoroughly three times with the water to be sampled prior to sample collection. Bottles pretreated with preservatives are not rinsed prior to sample collection. Clear sample bottles and vials may be used for all constituents, with the exception of trihalomethanes, EDTA, and caffeine which require amber bottles.
9. General sample processing and treatment instructions follow.
  - Filtered samples for TDS are collected in 250-mL polyethylene bottles and immediately placed on ice.
  - Filtered samples for cations and metals are collected in 250-mL polyethylene bottles, acidified in the field with nitric acid added to obtain a pH of less than 2, and immediately placed on ice.
  - Filtered samples for anions are collected in 250-mL polyethylene bottles and immediately placed on ice.
  - Filtered samples for nitrogen, ammonia, and phosphate are collected in 500-mL polyethylene bottles, acidified with sulfuric acid to a pH of less than 2, and immediately placed on ice.
  - Unfiltered samples for total coliform are collected in 125-mL plastic bottles containing a dechlorinating agent added by the laboratory and immediately placed on ice.
  - Alkalinity is determined by the lab on unfiltered samples. The sample is collected in a 250-mL polyethylene bottle and placed on ice.
  - Unfiltered samples for trihalomethanes are collected in 40 mL amber glass vials supplied by the lab and pretreated with sodium thiosulfate. Vials are filled to the rim with no air bubbles present when sealed.
  - Unfiltered samples for the determination of stable oxygen-18 and deuterium isotopic composition are collected in 250-mL polyethylene bottles.

- Filtered samples for boron stable isotope analysis are collected in 250-mL polyethylene bottles. The caps are sealed with tape.
  - Filtered samples for EDTA analysis are collected in 1000-mL I-Chem Series 200 amber glass bottles. The sample bottle is filled to the bottom of the bottle neck, placed on ice and sent immediately to the analyzing laboratory.
  - Unfiltered samples for caffeine analysis are collected in two 1000-mL amber pre-preserved glass bottles. The sample bottle is filled to the top leaving no head space. The bottle is placed on ice and immediately shipped to the analyzing laboratory.
10. Field personnel collect ten percent of the total samples for quality assurance purposes (duplicate and field blank samples). Duplicate samples are collected and processed in the field and analyzed to evaluate the heterogeneity of the matrices. The duplicate samples are submitted to the laboratory with dummy site identifiers. Field blank samples are processed in the field identically as the other samples using de-ionized water as sample water. The field blank samples are submitted to the laboratory with dummy site identifiers
11. All samples are to be promptly delivered to the analytical laboratory under standard chain-of-custody control for analysis within the prescribed holding times.

#### Constituent Analysis Plan

Table 2 below reports the constituent list, sample processing, and analytical methods. The list was developed as follows.

- Field parameters collected during sampling to confirm water produced is representative of groundwater.
- Constituents of concern identified in the Waste Discharge Requirements under Groundwater Limitations.
- Constituents of concern identified in the Waste Discharge Requirements under the Groundwater Monitoring and Reporting Program.
- Constituents reportedly detected in monitoring well water samples at levels that exceed State and/or Federal EPA MCL's.
- Constituents commonly found in wastewater.

Most constituents listed in Table 2 occur naturally in the environment. Because well water may represent a mixture of pre-project groundwater and reclaimed water, it can be advantageous to distinguish between natural changes in constituent concentrations from those directly attributed to land disposal of treated wastewater. A partial list of possible indicator parameters includes:

- Chloride, bromide, fluoride<sup>9,10</sup>.
- Caffeine<sup>11</sup>.
- Ethylenediaminetetraacetic acid (EDTA)<sup>12</sup>.
- Stable isotopes of oxygen and hydrogen<sup>13</sup>.
- Boron isotopes<sup>14</sup>.

Reliable indicator parameters can be identified by conducting a reconnaissance of pre-project groundwater, San Joaquin River water (the historical irrigation water source), municipal supply water, and reclaimed water. The most successful indicators can then be included as part of the monitoring program to identify water samples influenced by reclaimed water.

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<sup>9</sup> Stanley N. Davis, Donald O. Whittemore, and June Fabryka-Martin, "Uses of Chloride/Bromide Ratios in Studies of Potable Water", *Journal of Ground Water*, 1998, pp. 338-350.

<sup>10</sup> Avner Vengosh and Irena Pankratov, "Chloride/Bromide and Chloride/Fluoride Ratios of Domestic Sewage Effluents and Associated Contaminated Ground Water", *Journal of Ground Water*, 1998, pp. 815-824.

<sup>11</sup> Ralph L. Seiler, Steven D. Zaugg, James M. Thomas, and Darcy L. Howcroft, "Caffeine and Pharmaceuticals as Indicators of Waste Water Contamination in Wells", *Journal of Ground Water*, 1999, pp. 405-410.

<sup>12</sup> Barber, Larry, II. And others, "Organic Constituents that Persist During Aquifer Storage and Recovery of Reclaimed Water in Los Angeles County, California", in *Conjunctive Use of Water Resources, Aquifer Storage and Recovery, AWRA Symposium Proceedings*, 1997.

<sup>13</sup> R. Aravena, M.L. Evans, and J.A. Cherry, "Stable Isotopes of Oxygen and Nitrogen in Source Identification of Nitrate from Septic Systems", *Journal of Ground Water*, 1993, pp. 180-86.

<sup>14</sup> A. Vengosh, K.G. Heumann, S. Juraske, and R. Kasher, "Boron Isotope Application for Tracing Sources of Contamination in Groundwater", *Environmental Science and Technology*, 1994, pp. 1968-74.

Constituent		Sampling			Analytical		
Purpose	Name	Units	Processing	Container <sup>1</sup>	Preservative	Meter/ EPA Standard Method	Recommended Detection Limit
A	pH <sup>2</sup>	pH units	Unfiltered	None	None	YSI Model 556 MPS meter	0.01
B	Temperature <sup>2</sup>	°C	Unfiltered	None	None	YSI Model 556 MPS meter	0.1
B	Electrical Conductivity <sup>2</sup>	µS/cm	Unfiltered	None	None	YSI Model 556 MPS meter	10
B	Dissolved Oxygen <sup>2</sup>	mg/L	Unfiltered	None	None	YSI Model 556 MPS meter	0.1
B	Oxidation- Reduction Potential <sup>2</sup>	mV	Unfiltered	None	None	YSI Model 556 MPS meter	0.1
A	Total Dissolved Solids	mg/L	Filtered	250 mL polyethylene	None	SM 2540C	10
C	Standard Cations <sup>3</sup>	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.7	0.5
C	Standard Anions <sup>4</sup>	mg/L	Filtered	250 mL polyethylene (b)	None	300.0	1
C	Alkalinity (HCO <sub>3</sub> , CO <sub>3</sub> , OH and total)	mg/L	Unfiltered	250 mL polyethylene	None	2320B	10
A	Total Coliform Organisms	MPN/ 100 ml	Unfiltered	125 mL plastic	De- chlorinating agent	SM 9221B	2
A	Ammonia as N	mg/L	Filtered	500 mL polyethylene (c)	H <sub>2</sub> SO <sub>4</sub>	350.1	0.1
A	Nitrate as Nitrogen	mg/L	Filtered	500 mL polyethylene (c)	H <sub>2</sub> SO <sub>4</sub>	353.2	0.1
A	Nitrate + Nitrite as Nitrogen	mg/L	Filtered	500 mL polyethylene (c)	H <sub>2</sub> SO <sub>4</sub>	353.2	0.1
C	Total Kjeldahl Nitrogen	mg/L	Filtered	500 mL polyethylene (c)	H <sub>2</sub> SO <sub>4</sub>	351.2	0.1



<b>Table 2 (cont.) Constituent List, Sample Processing and Analytical Methods.</b>							
<u>Constituent</u>			<u>Sampling</u>			<u>Analytical</u>	
<i>Purpose</i>	<i>Name</i>	<i>Units</i>	<i>Processing</i>	<i>Container<sup>1</sup></i>	<i>Preservative</i>	<i>Meter/ EPA Standard Method</i>	<i>Recommended Detection Limit</i>
C	Trihalomethanes - total <sup>5</sup>	µg/L	Unfiltered	40 mL VOC amber vial (d)	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	524.2	0.5
A	Bromoform	µg/L	Unfiltered	40 mL VOC amber vial (d)	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	524.2	0.5
A	Bromodichloromethane	µg/L	Unfiltered	40 mL VOC amber vial (d)	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	524.2	0.5
A	Chloroform	µg/L	Unfiltered	40 mL VOC amber vial (d)	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	524.2	0.5
A	Dibromochloromethane	µg/L	Unfiltered	40 mL VOC amber vial (d)	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	524.2	0.5
D	ortho-Phosphate	mg/L	Filtered	500 mL polyethylene (c)	H <sub>2</sub> SO <sub>4</sub>	365.1	0.05
D	Fluoride	mg/L	Filtered	250 mL polyethylene (b)	None	300.0	0.05
D	Bromide	mg/L	Filtered	250 mL polyethylene	None	300.1	0.01
A	Boron	mg/L	Filtered	250 mL polyethylene (a)	None	200.7	0.01
E	Arsenic	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.008
E	Chromium – total	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.005
E	Barium	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.001
E	Thallium	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.001
A	Iron	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.7	0.02
A	Manganese	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.001
E	Aluminum	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.01

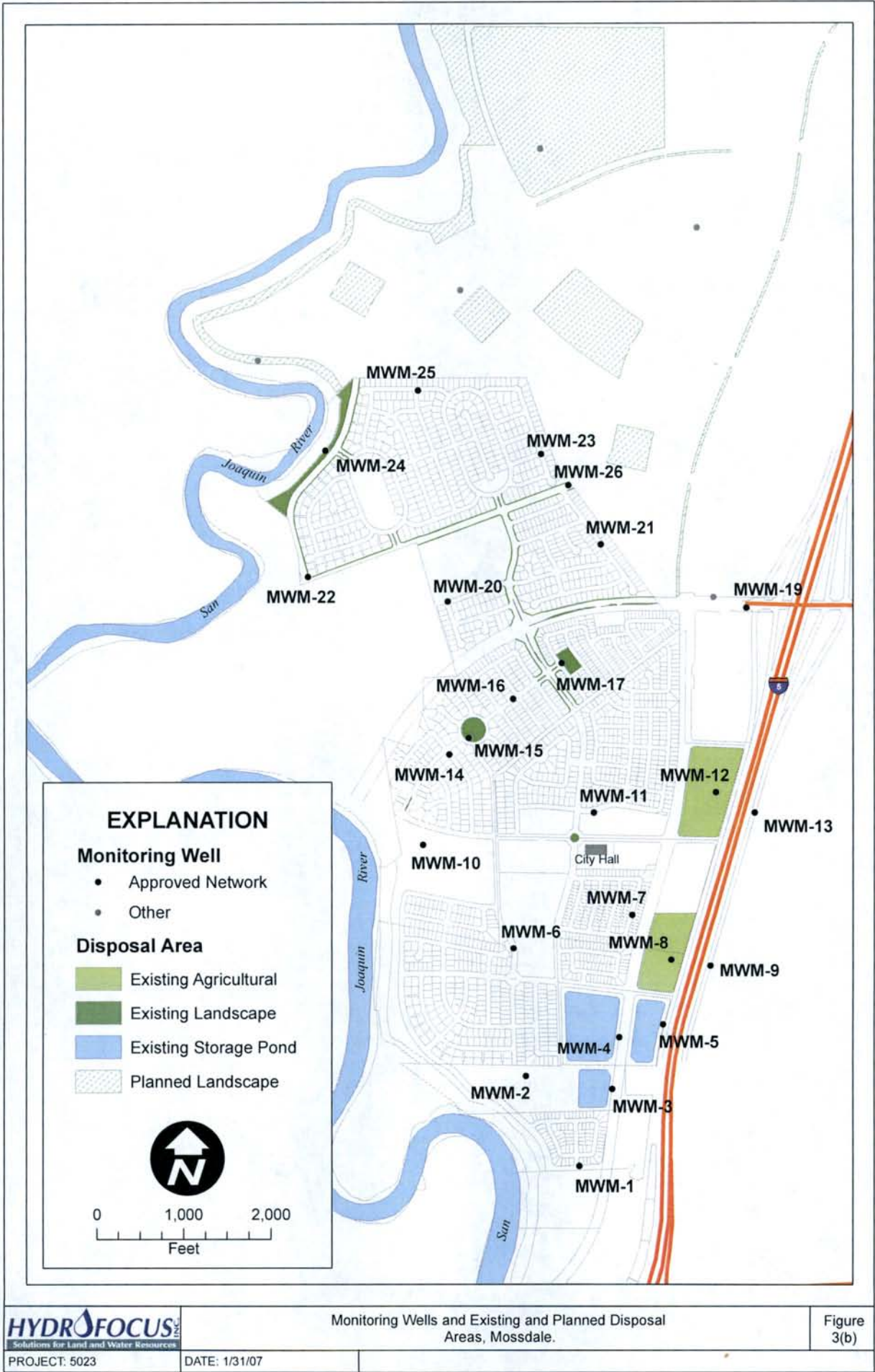
Constituent		Sampling				Analytical	
<i>Purpose</i>	<i>Name</i>	<i>Units</i>	<i>Processing</i>	<i>Container<sup>1</sup></i>	<i>Preservative</i>	<i>Meter/ EPA Standard Method</i>	<i>Recommended Detection Limit</i>
E	Lead	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.001
E	Nickel	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.002
E	Zinc	mg/L	Filtered	250 mL polyethylene (a)	HNO <sub>3</sub>	200.8	0.01
D	Oxygen-18/Deuterium	Per mil	Unfiltered	250 mL polyethylene	None	Mass Spectrometry	0.1
D	Boron-11	Per mil	Filtered	250 mL polyethylene	None	Mass Spectrometry	0.1
D	Caffeine	µg/L	Unfiltered	2 - 1000 mL amber glass	HCl	525.2	0.05
D	EDTA	µg/L	Filtered	1000 mL amber glass	None	Gas Chromatography Mass Spectrometry	0.1

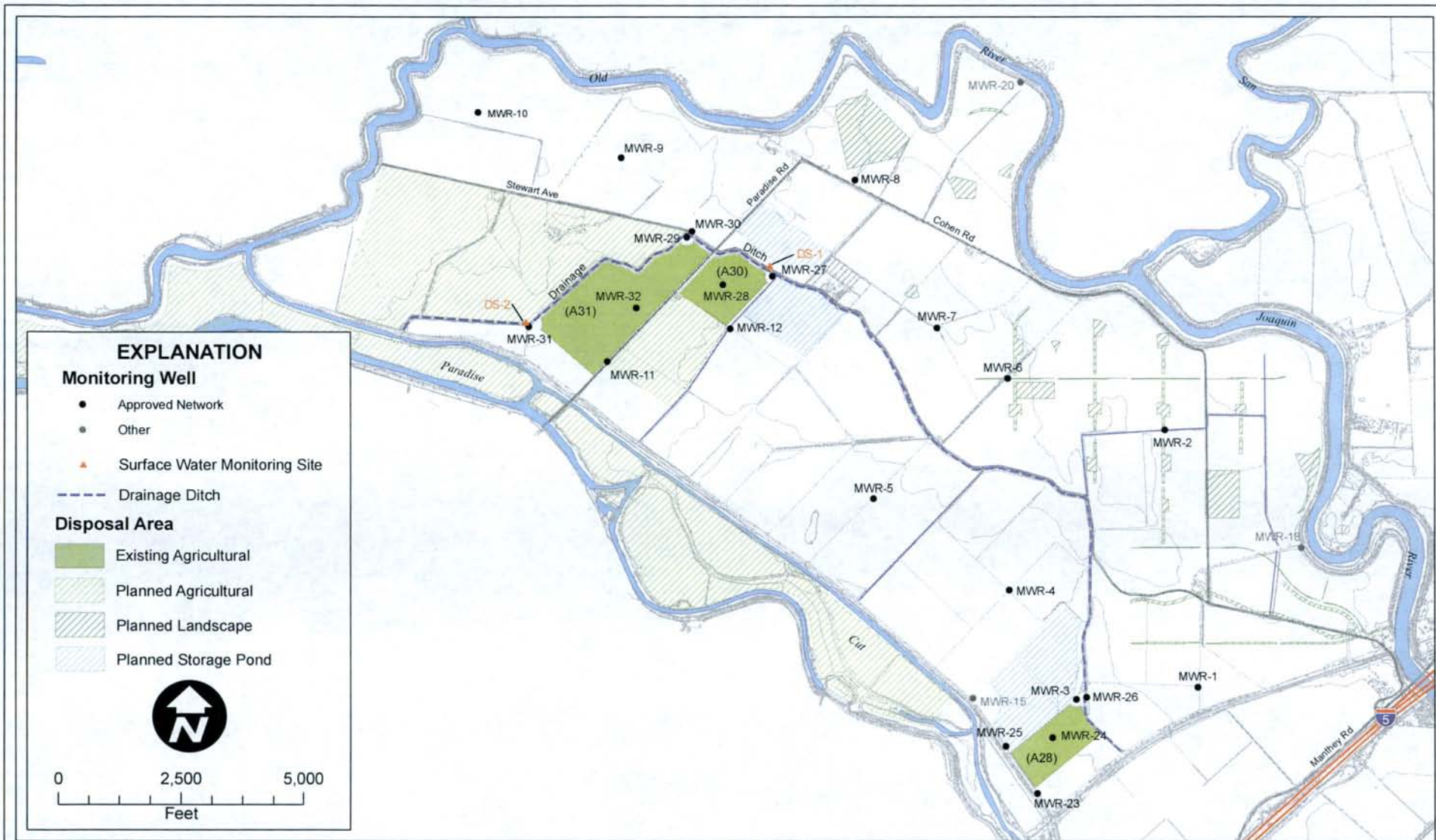
**Purpose for including constituent:**

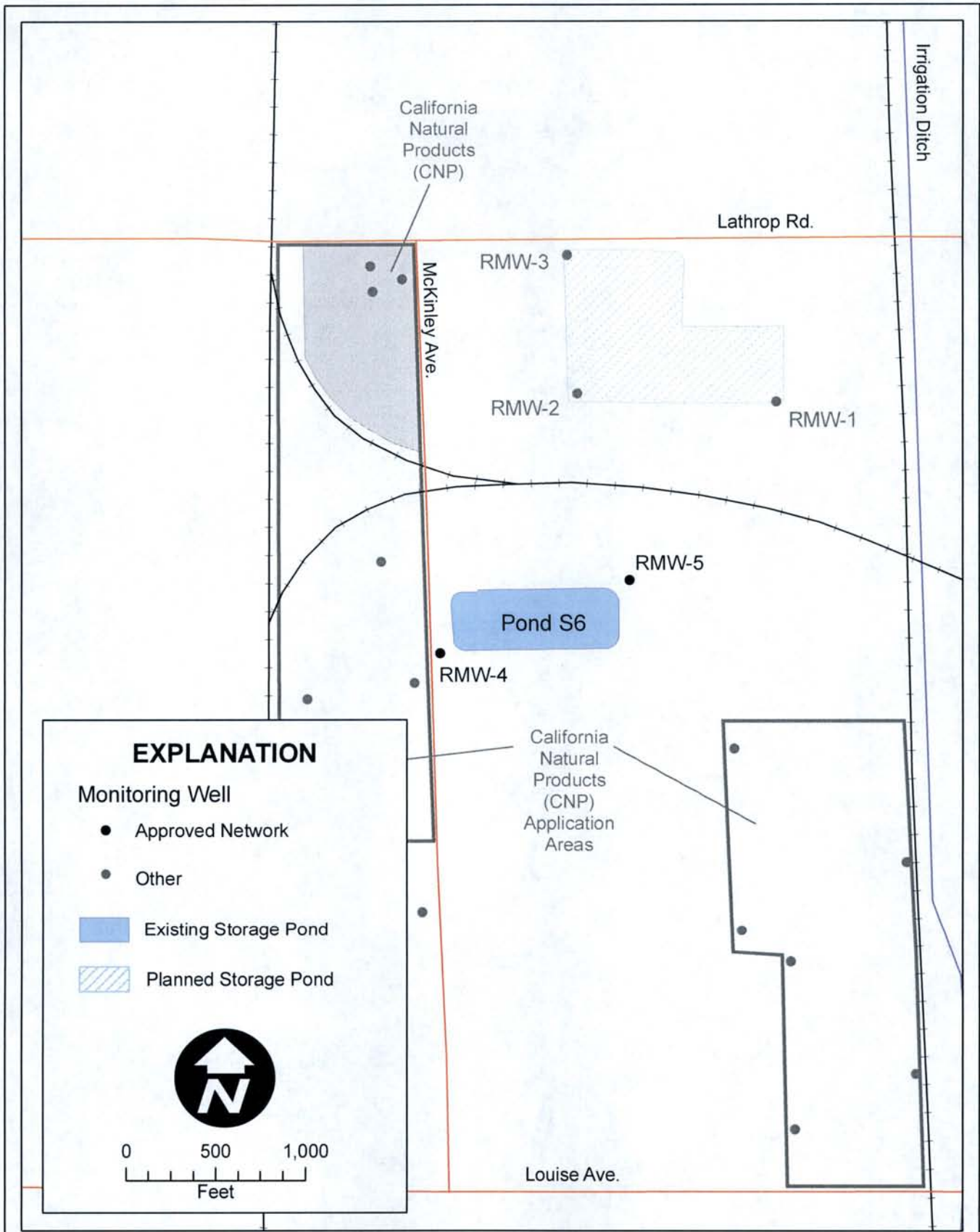
- A - Specified in WDR's Groundwater Limitations.
- B - Field parameters.
- C - Specified in WDR's Groundwater Monitoring and Reporting Program requirements.
- D - Wastewater and/or potential recycled water indicator.
- E - Detected in previous monitoring data at levels that exceed MCL's.

**Footnotes in Table:**

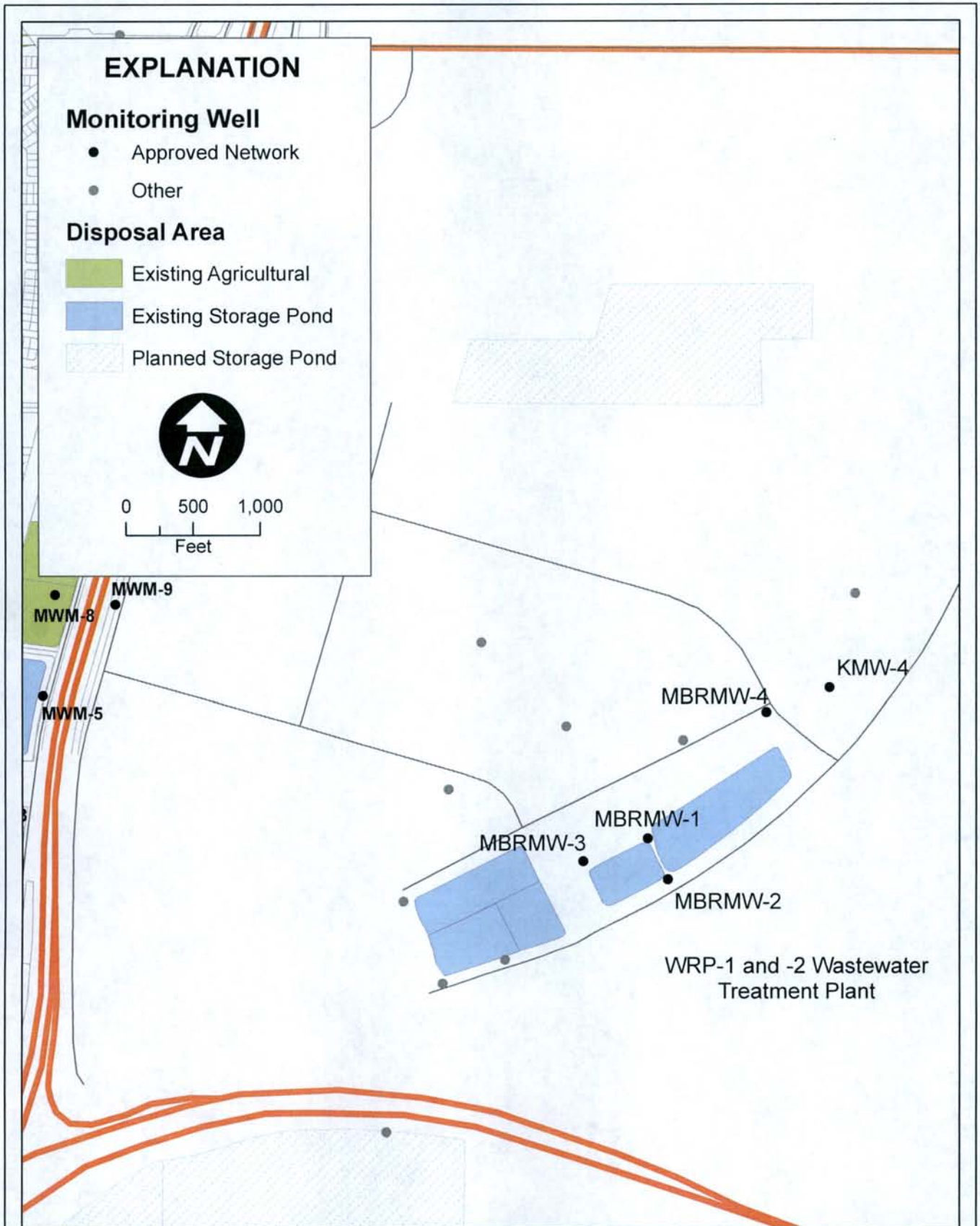
- <sup>1</sup> Some constituent groups are typically analyzed from a single sample container. These groups are identified using a common letter in the container column: (a), (b), (c) or (d). Sample volumes should always be verified with the laboratory prior to sample collection. Clear containers may be used for all constituents with the exception of TTHMs, caffeine, and EDTA which require amber vials and bottles, respectively.
- <sup>2</sup> pH, Temperature, Electrical Conductivity, Dissolved Oxygen, and Oxidation-Reduction Potential should be measured immediately in the field.
- <sup>3</sup> Standard Cations include calcium, magnesium, sodium and potassium.
- <sup>4</sup> Standard Anions include Chloride and Sulfate.
- <sup>5</sup> EPA Method 8260B is for solid waste; the equivalent method for water is EPA Method 524.2.







<p><b>HYDROFOCUS</b> Solutions for Land and Water Resources</p>	<p>Monitoring Wells and Existing and Planned Disposal Ponds, East Lathrop Area.</p>	<p>Figure 3(d)</p>
<p>PROJECT: 5023</p>	<p>DATE: 1/31/07</p>	



**CITY MANAGER'S REPORT  
MAY 14, 2018, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 36 LOTS IN TRACT 3825 VILLAGE "D" WITHIN EAST VILLAGE OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3825 Village "D" within East Village, Totaling 36 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC**

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**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 3825 will be the first tract map for the Village "D" area for New Home Company, an existing River Islands builder currently developing the Tidewater neighborhood in adjacent Village "E." Tidewater spans both Villages "D" and "E" which consists of (36) 55'x90' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3825 Village "D" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC ("River Islands").

**BACKGROUND:**

The land for Tract 3825 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 bungalows product within Village "L" (Tract 3833). River Islands, as the subdivider, is in compliance with the most current conditions of approval.

**CITY MANAGER'S REPORT** **Page 2**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3825 VILLAGE "D" TOTALING 36 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3825 requires that security (cash or bonds) are posted to guarantee unfinished infrastructure within Village "D."

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3825 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3825 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. All of the infrastructure for Villages "D" and "E" were guarantee with performance and labor and materials bonds posted with Tract 3826 in 2016. As a result, the SIA for Tract 3825 reaffirms the posting performance and labor and materials bonds first required by the SIA for Tract 3826 and also allows for the substitution of the bonds with another security, since the value of the remaining amount of infrastructure is less than \$10,000. 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 3825 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 substantially completed the street and utility improvements within the entirety of Village "D." Prior to acceptance of public improvements within Village "D" the already posted security will remain in full force and effect. River Islands shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. Prior to acceptance of these improvements, River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3825.

This includes the following documents and fees:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement for Tract 3825	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3826	Completed



**CITY MANAGER'S REPORT** **Page 3**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3825 VILLAGE "D" TOTALING 36 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with 3826	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 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
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
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

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 3825 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, 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.

**CITY MANAGER'S REPORT** **Page 4**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3825 VILLAGE "D" TOTALING 36 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

**BUDGET IMPACT:**

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. 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 3825 Village "D" within East Village District, Totaling 36 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Tract 3825 Village "D" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company for Tract 3825, Village "D"
- D. Escrow Instructions for Final Map Tract 3825 Village "D"

**CITY MANAGER'S REPORT**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3825 VILLAGE "D" TOTALING 36 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

**APPROVALS**



Glenn Gebhardt  
City Engineer

4/30/18

Date



Cari James  
Finance Director

5/1/18

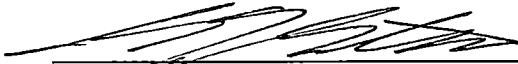
Date



Salvador Navarrete  
City Attorney

4-30-18

Date



Stephen J. Salvatore  
City Manager

5-7-18

Date

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A FINAL MAP FOR TRACT 3825 IN VILLAGE "D"  
TOTALING 36 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 3825, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 36 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 Tract 3825, the Stewart Tract Design Review Committee recommended approval of Tract 3825 on June 30, 2016; and

**WHEREAS**, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3825, 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 3825 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 3825 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 3825; 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 3825 Village "D" 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 May 14, 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 14th day of May, 2018, by the following vote:

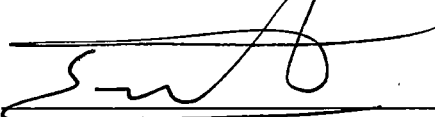
AYES:  
NOES:  
ABSTAIN:  
ABSENT:

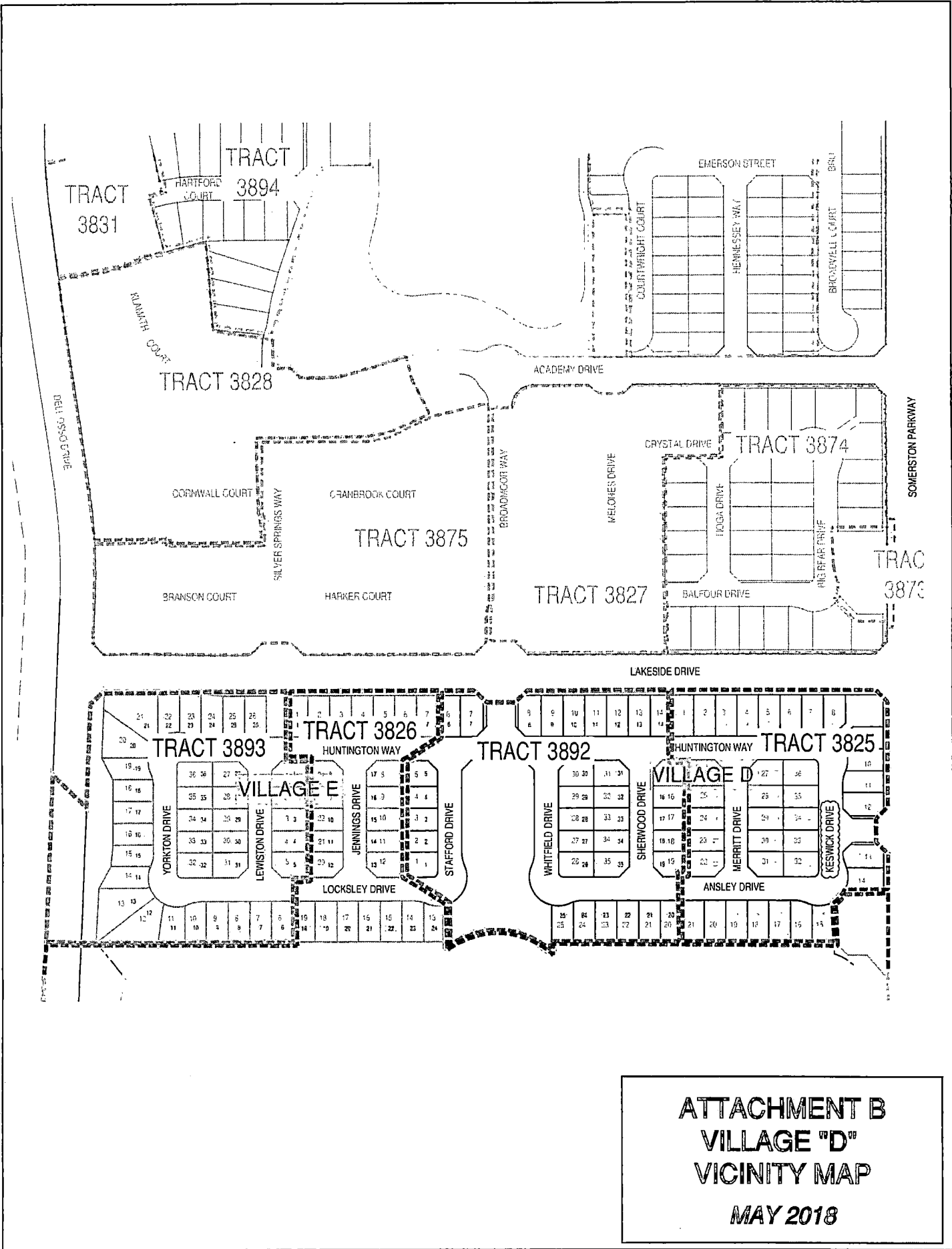
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**ATTACHMENT B**  
**VILLAGE "D"**  
**VICINITY MAP**  
**MAY 2018**

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS DEVELOPMENT, LLC,**  
**A CALIFORNIA LIMITED LIABILITY COMPANY,**  
**FOR 36 RESIDENTIAL LOTS IN TRACT 3825 VILLAGE "D"**

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**RECITALS**

A. This Agreement is made and entered into this **14<sup>th</sup> day of May, 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 3825. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 3825 and the adjacent Tracts of 3826, 3892 and 3893 as part of the Village "D" and Village "E" area of the East Village District of River Islands. The value of the original unfinished portion of improvements at the time of approval of the Tract 3826 Subdivision Improvement Agreement ("SIA") totaled **\$932,964** and both performance and labor and materials (payment) bonds were posted by SUBDIVIDER with the approval of Tract 3826. This SIA for Tract 3825 reaffirms the already posted security provided with Tract 3826, which will stay in full force and effect unless substituted with different security approved by the City Engineer as outlined in this Tract 3826 SIA.

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 3825 and adjacent tracts. Tract 3825 Final Map shall dedicate those roads not dedicated with previous tracts in the East Village District and not covered by the Irrevocable Offer of Dedication for Easement for Roadway Purposes for streets serving as access to Tract 3825.

D. SUBDIVIDER completed a portion of the joint trench improvements for Tracts 3825 and the adjacent Tracts of 3826, 3892 and 3893 at the time of approval for Tract 3826. These improvements were made in accordance with the separate set of joint trench improvement plans and street light plans prepared by Power Systems Design, Inc. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") were only partially constructed as part of the required infrastructure for 3825 and the adjacent

Tracts of **3826, 3892 and 3893**. Only the deferred and unfinished improvements for these tracts are necessary to provide access to these tracts. As a result, the amount bonded with the prior approval of Tract **3826** was 120% of the unfinished improvements at the time Tract **3826** was approved (**\$933,100 X 120% = \$ 1,119,720** – performance bond amount). The corresponding labor and materials bond amount was 50% of the performance bond amount (**\$1,119,720 X 50% = \$ 559,860**). These bonds shall remain in full force and effect unless substituted with different security at the discretion of the City Engineer. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

E. The term "Improvements" as used in this Agreement means all improvements necessary for Tracts 3825, 3826, 3892 and 3893. As a result, the total value of public improvements for these tracts is **\$2,953,000** as shown in Exhibit E to this Agreement. The required Maintenance Bond for Tract 3873 shall be equal to 10% of the cost of Improvements as shown in Exhibit E; (**\$2,953,000 X 10% = \$295,300** – 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 the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the first home constructed in Tract 3825 that is conveyed to a private interest not associated with the transfer of title of Tract 3825 associated with the filing of Tract 3825 or prior to the completion and occupancy of the first home associated with Tract 3825, 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 \$295,300, equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital F to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one (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 3825 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 D, 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:

a. 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 were partially complete at the time of performance bonds were first posted for Villages "D" and "E" with Tract 3826, SUBDIVIDER is required to reaffirm the Performance and Labor & Materials bonds to guarantee the deferred and unfinished improvements associated with all tracts in Villages "D" and "E." The amount of the currently posted performance bond is equal to 120% of the amount of unfinished and deferred improvements at the time Tract 3826 was approved, as shown in Exhibit E ( $\$933,100 \times 120\% = \$1,119,720$  – performance bond amount. The corresponding labor and materials bond amount was 50% of the performance bond amount ( $\$1,119,720 \times 50\% = \$559,860$ ). These bonds shall remain in full force and effect unless substituted with different security at the discretion of the City Engineer. 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 3825.

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 3825

EXHIBIT B: ADJACENT TRACTS TO TRACT 3825

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE

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**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14<sup>th</sup> day  
of May, 2018, at Lathrop, California.**


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

**CITY OF LATHROP, a**  
municipal corporation of the  
State of California

BY: \_\_\_\_\_  
Teresa Vargas  
City Clerk

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

**APPROVED AS TO FORM**

BY:   
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

**River Islands Development, LLC,**  
a California limited liability company

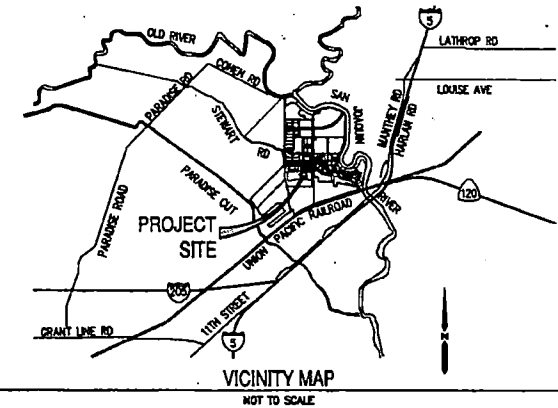
BY: \_\_\_\_\_  
Susan Dell'Osso  
President  
"SUBDIVIDER"

**EXHIBIT A**

**FINAL MAP - TRACT 3825**

**TRACT 3825  
RIVER ISLANDS - PHASE 1B  
VILLAGE D**

A PORTION OF RANCHO EL PESCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3828 (42 MAP 87)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2016



**OWNER'S STATEMENT**

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND ENCLOSED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREBY ENCLOSED FINAL MAP ENTITLED, "TRACT 3825, RIVER ISLANDS, PHASE 1B, VILLAGE D", 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 AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS HUNTINGTON WAY, MERRITT DRIVE, KESNICK DRIVE, ASHLEY DRIVE, AND MANNERS DRIVE, AS SHOWN ON THIS FINAL MAP.

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

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

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

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A, C, D, E, AND F, FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES AND SANITARY SEWER FACILITIES, 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 G FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, 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 22, 26, 27, 31, 32 AND 36, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 AND 2 FUTURE DEVELOPMENT.

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

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
ITS: SUSAN DELLOSSO PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-16089, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)**

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

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 201\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

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

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 201\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

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

**CITY CLERK'S STATEMENT**

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREBY ENCLOSED MAP ENTITLED "TRACT 3825, RIVER ISLANDS, PHASE 1B, VILLAGE D", 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 REDORATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PUBLIC ACCESS EASEMENTS, STORM DRAIN EASEMENTS, SANITARY SEWER EASEMENTS, WATERLINE EASEMENTS, WALL EASEMENTS, PARCELS A THROUGH F, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 22, 26, 27, 31, 32 AND 36, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL , AND REJECTED THE OFFER OF DEDICATION OF ALL ROADWAYS AS SHOWN ON SAID MAP UNTIL THEIR IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 18.18 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 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

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT**

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

REBECCA SCHMIDT, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

**RECORDER'S STATEMENT**

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

BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER  
STEVE J. BESTOLARDES, ASSESSOR-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA

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



**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, 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. 3044.SLO01.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGED, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3825, RIVER ISLANDS, PHASE 1B, VILLAGE D, CONTAINS 36 LOTS AND 9 LETTERED PARCELS CONTAINING 7.70 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AND PARCELS 1 AND 2 CONTAINING 4.89 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

TRACT 3825 AREA SUMMARY	
LOTS 1 THROUGH 36	4.45 ACS
PARCELS A THROUGH F	0.45 ACS
STREET DEDICATIONS	2.50 ACS
PARCELS 1 AND 2	4.80 ACS
TOTAL	12.50 ACS

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1211040287-KS (VERSION 3), DATED FEBRUARY 21, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

**CITY ENGINEER'S STATEMENT**

I, GLENH GEMAROT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3825, RIVER ISLANDS, PHASE 1B, VILLAGE D, 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\_\_.

GLENH GEMAROT, P.L.C.E. 34681  
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



**CITY SURVEYOR'S STATEMENT**

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3825, RIVER ISLANDS, PHASE 1B, VILLAGE D, 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. 31093



**TRACT 3825  
RIVER ISLANDS - PHASE 1B  
VILLAGE D**

A PORTION OF RANCHO EL PESCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3828 (42 MAP 87)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018



**LEGEND (LEGEND FOR SHEET 3 ONLY)**

- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7785" PER (R10) OR (R13), RESPECTIVELY
- FOUND MONUMENT STAMPED "PLS 7785" PER (R3)
- ⊗ FOUND MONUMENT STAMPED "PLS 7785" PER (R9)
- ⊗ FOUND MONUMENT STAMPED "PLS 7785" PER (R10)
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊗ MONUMENT TO BE SET PER (R3)
- ⊗ MONUMENT TO BE SET PER (R11)
- ⊗ MONUMENT TO BE SET PER (R13)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) RECORD DATA PER REFERENCE (R1)— REFER TO REFERENCE LIST ON THIS SHEET
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- W.C. WITNESS CORNER OFFSET TO PROPERTY CORNER AS SHOWN

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 66458 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 2001-048177, S.J.C.R.

**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 MAY 20, 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 CRAMFORD, P.L.S. NO 7758



**LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°00'00"W	42.43'
L2	N45°00'00"E	42.43'
L3	NORTH	60.00'
L4	N45°00'00"W	42.43'
L5	NORTH	60.00'
L6	EAST	109.30'
L7	N26°17'53"W	13.31'
L8	NORTH	85.77'
L9	NORTH	81.87'
L10	NORTH	208.03'
L11	N45°00'00"W	35.36'
L12	EAST	134.56'
L13	N45°00'00"E	42.43'
L14	EAST	130.25' (M-M)(R13)
L15	EAST	240.00' (M-M)(R13)
L16	EAST	240.00' (M-M)(R13)
L17	NORTH	180.00' (M-M)(R13)
L18	NORTH	183.00' (M-M)(R13)

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	73.00'	37°42'08"	46.04'
C2	73.00'	69°55'25"	127.91'
C3	87.00'	23°15'22"	35.31'

**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 2005-171284, S.J.C.R. (38 SURVEYS 142)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-048193, 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 3798, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 30, S.J.C.R. (42 MAP 30)
- (R5) TRACT 3781, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 38, S.J.C.R. (42 MAP 38)
- (R6) GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-048177, S.J.C.R.
- (R7) TRACT 3878, FILED MARCH 31, 2018, IN BOOK 42 OF MAPS AND PLATS, PAGE 58, S.J.C.R. (42 MAP 58)
- (R8) GRANT DEED RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-048191, S.J.C.R.
- (R9) NOTICE OF LOT LINE ADJUSTMENT (LLA-16-48) RECORDED JUNE 3, 2016 AS DOCUMENT NUMBER 2016-084002, S.J.C.R.
- (R10) TRACT 3827, FILED MAY 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 61, S.J.C.R. (42 MAP 61); CERTIFICATE OF CORRECTION RECORDED JUNE 24, 2016, AS DOCUMENT NUMBER 2016-073134, S.J.C.R.
- (R11) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 85, S.J.C.R. (42 MAP 85); CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102876, S.J.C.R.
- (R12) TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 88, S.J.C.R. (42 MAP 88)
- (R13) TRACT 3828, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 57, S.J.C.R. (42 MAP 57)

**BASIS OF BEARINGS**

THE BEARING OF EAST BETWEEN FUND MONUMENTS ALONG THE MONUMENT LINE OF ACADEMY DRIVE AS SHOWN ON TRACT 3708, 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.

**NOTE**

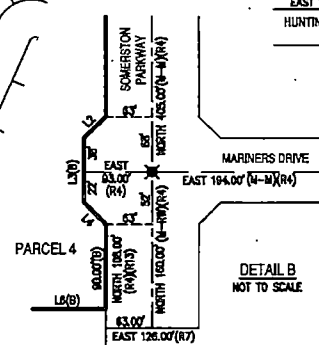
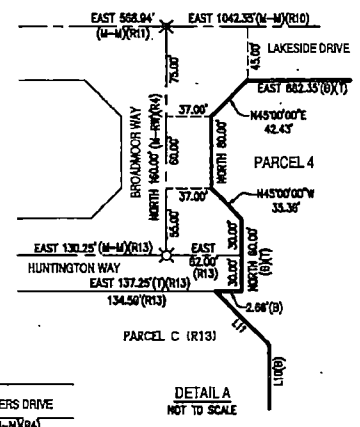
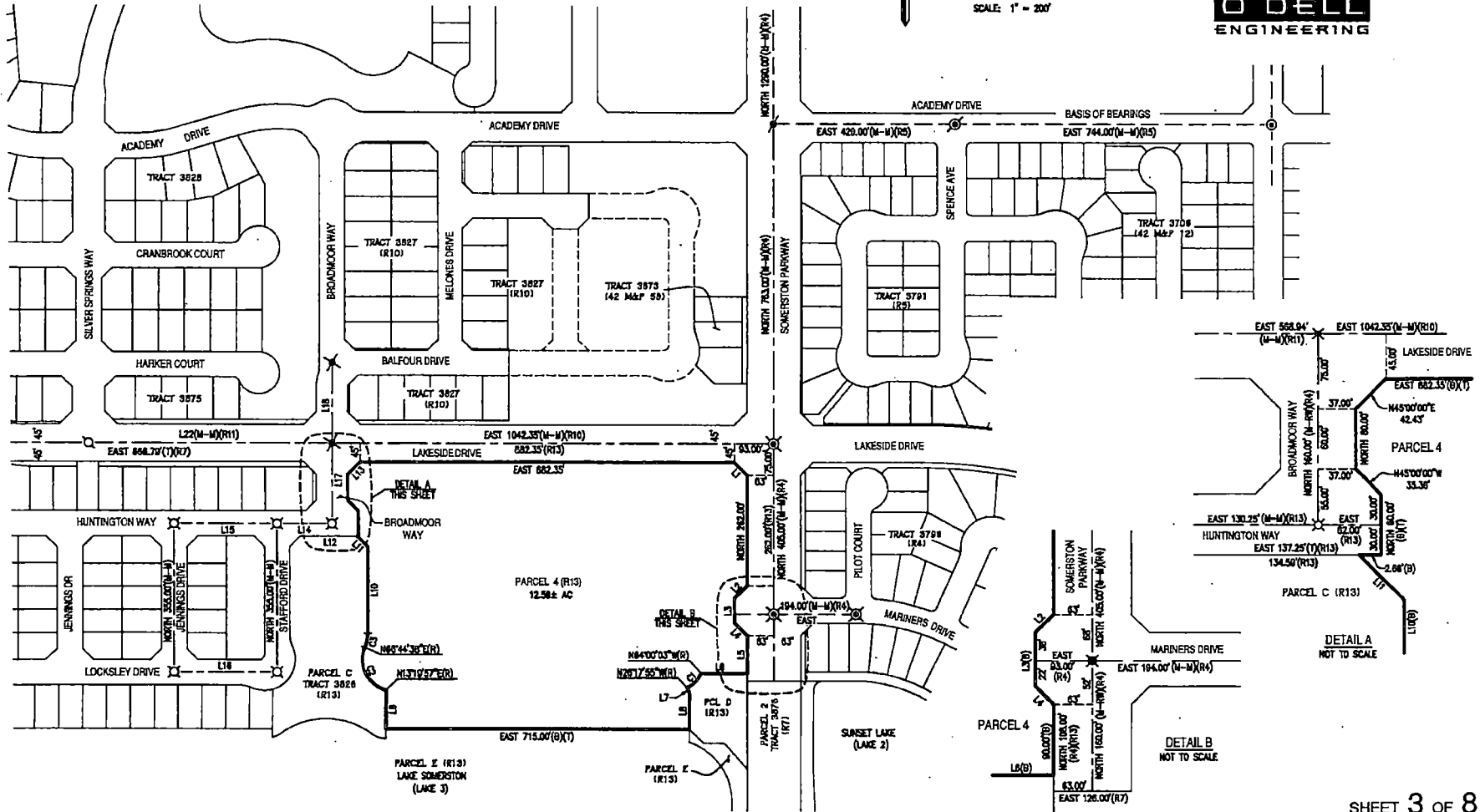
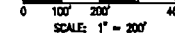
SEE SHEET 2 FOR ADDITIONAL NOTES, LEGEND, REFERENCES, AND FOR THE LINE AND CURVE TABLES FOR COURSES SHOWN ON THIS SHEET ONLY.

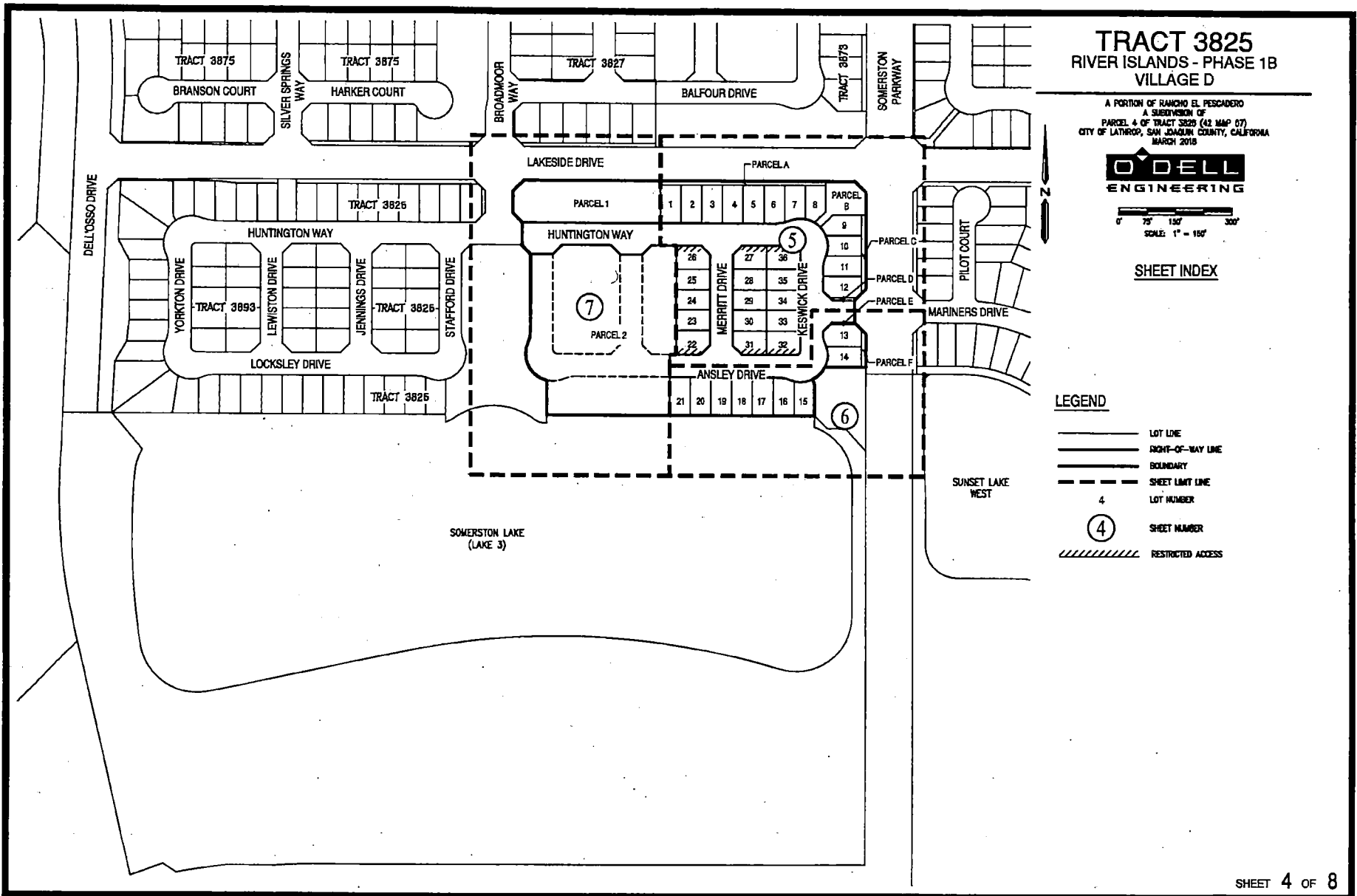
**TRACT 3825**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGE D**

A PORTION OF RANCHO EL PESCADERO  
 A SUBDIVISION OF  
 PARCEL 4 OF TRACT 3825 (42 MAP 07)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2016



**BOUNDARY SHEET**

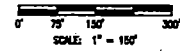




# TRACT 3825 RIVER ISLANDS - PHASE 1B VILLAGE D

A PORTION OF RANCHO EL PESCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3020 (42 MAP 07)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018

**O'DELL  
ENGINEERING**



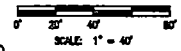
SHEET INDEX

### LEGEND

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

# TRACT 3825 RIVER ISLANDS - PHASE 1B VILLAGE D

A PORTION OF RANCHO EL PESCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3825 (42 MAP 87)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018

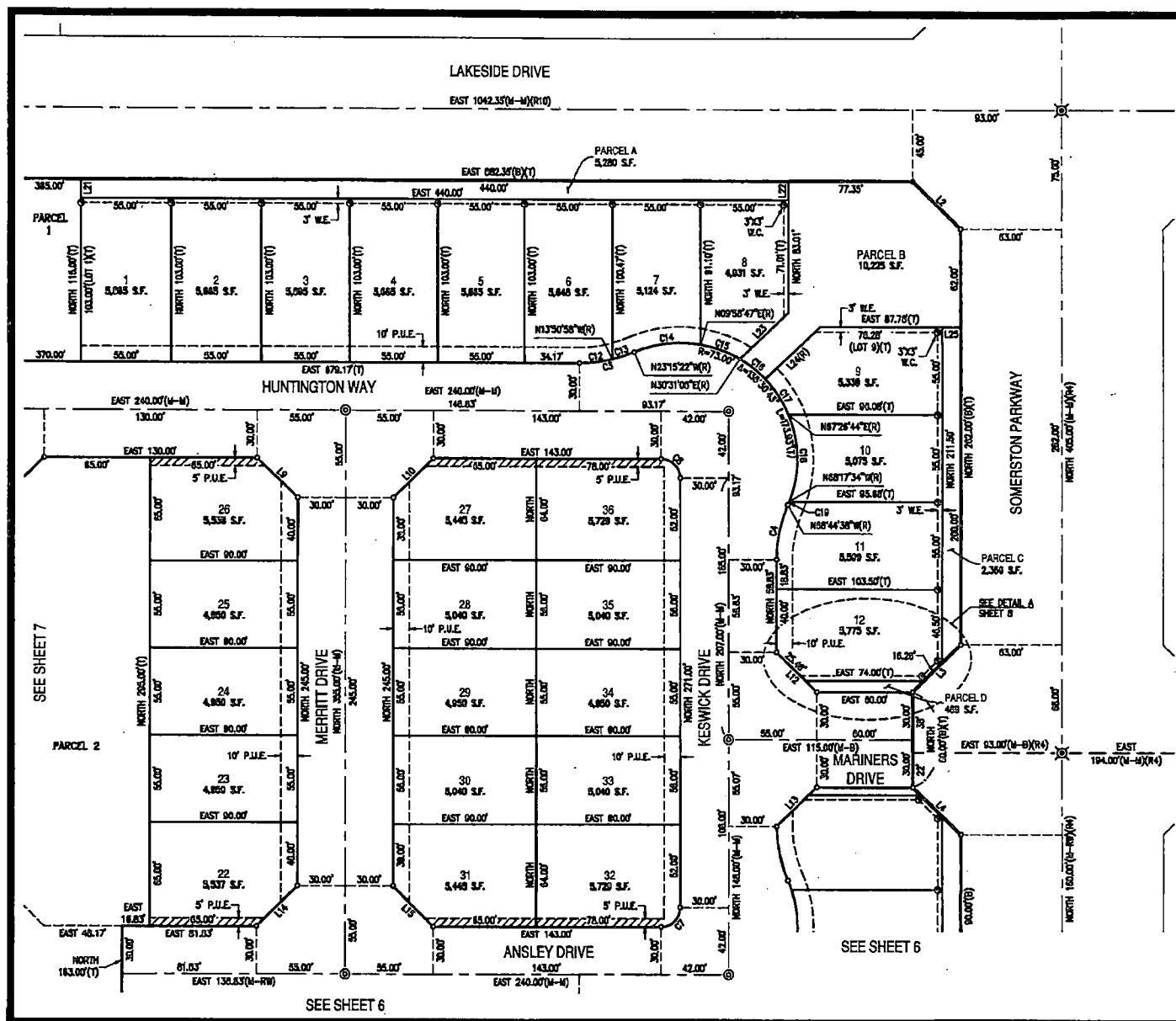


### LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊘ MONUMENT TO BE SET PER (R4)
- ✕ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
- ✎ MONUMENT TO BE SET PER (R11)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R10) OR (R13), RESPECTIVELY
- 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 2
- (R) RADIAL BEARING
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-RW) MONUMENT TO RIGHT OF WAY LINE
- (T) TOTAL
- (B) BOUNDARY
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WALL EASEMENT
- W.L.E. WATER LINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- ////// RESTRICTED ACCESS

### NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 4.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 3/4" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 6 FOR LINE AND CURVE TABLES.



SEE SHEET 6

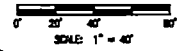
SEE SHEET 6

# TRACT 3825

## RIVER ISLANDS - PHASE 1B

### VILLAGE D

A PORTION OF RANCHO EL PESCADERO  
 A SUBDIVISION OF  
 PARCEL 4 OF TRACT 3826 (A2 MAP 67)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2010

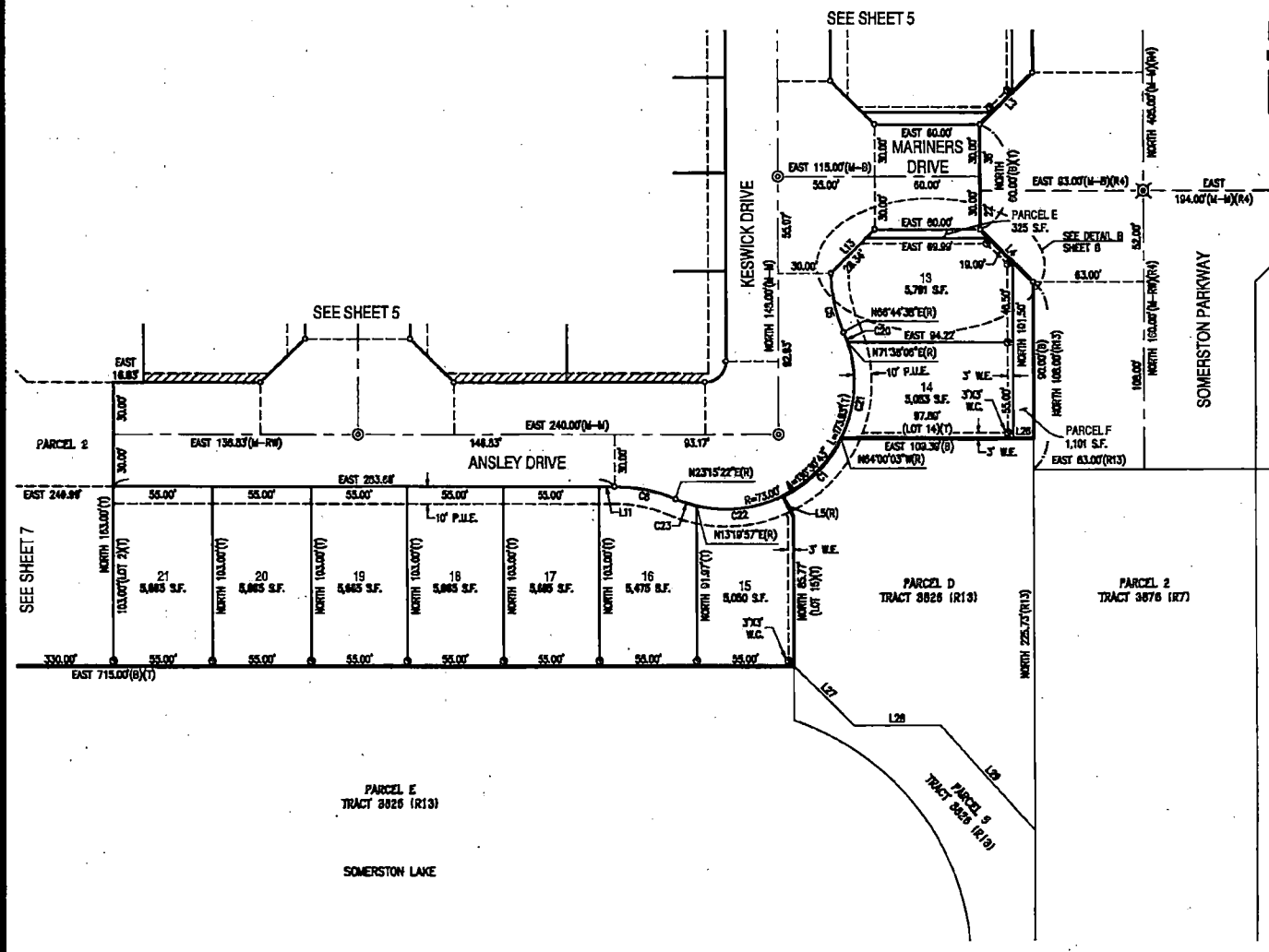


#### LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊘ MONUMENT TO BE SET PER (R4)
- ✕ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
- ✗ MONUMENT TO BE SET PER (R11)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R10) OR (R13), RESPECTIVELY
- ⊙ 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 2
- (R) RADIAL BEARING
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-RW) MONUMENT TO RIGHT OF WAY LINE
- (T) TOTAL
- (B) BOUNDARY
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WALL EASEMENT
- W.L.E. WATER LINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- //// RESTRICTED ACCESS

#### NOTES

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



# TRACT 3825 RIVER ISLANDS - PHASE 1B VILLAGE D

A PORTION OF RANCHO EL FENCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3825 (42 MAP 87)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018

**O'DELL  
ENGINEERING**

0' 25' 50' 100'  
SCALE: 1" = 30'

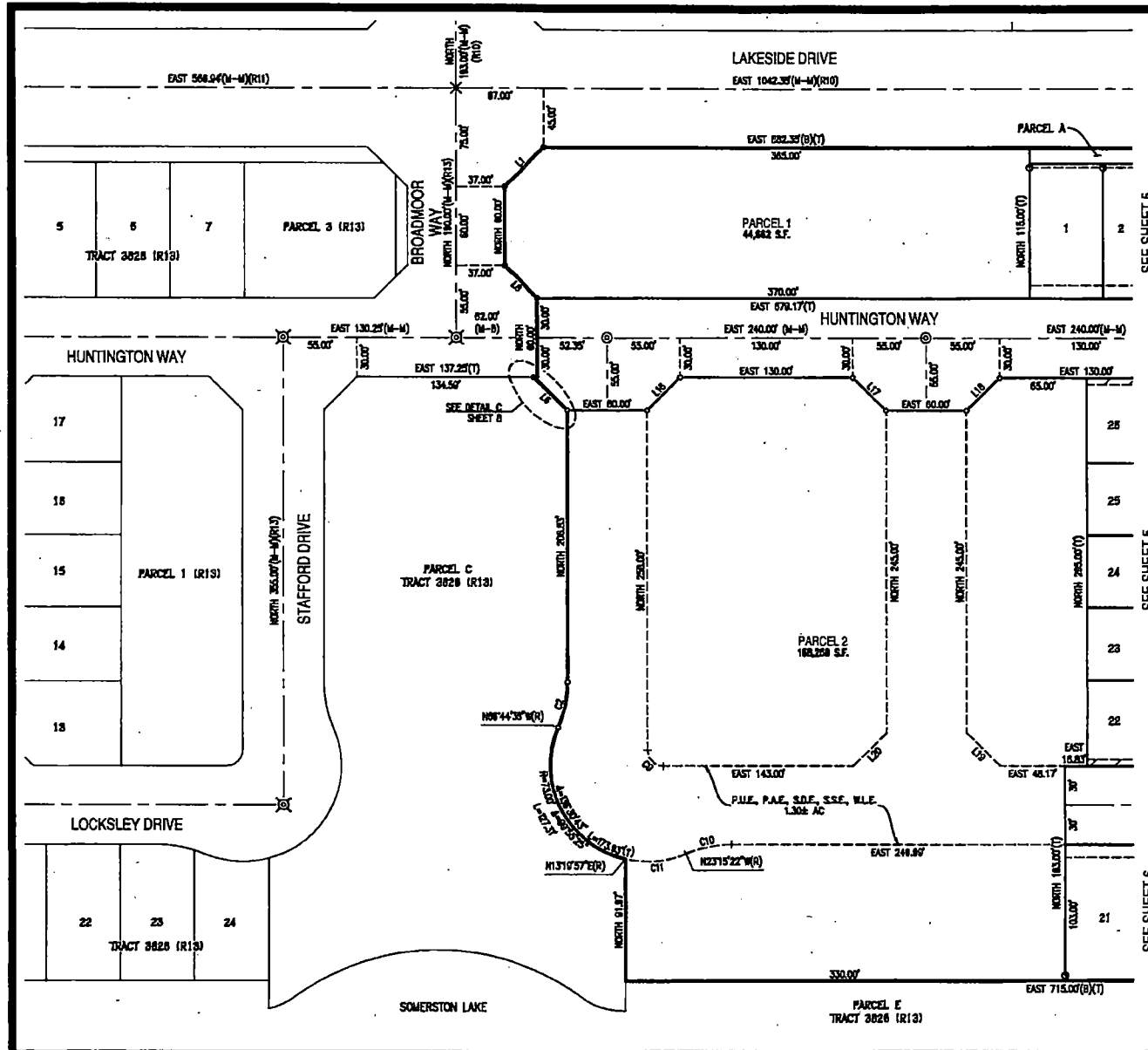


## LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7786"
- ⊠ FOUND MONUMENT STAMPED "PLS 7785" PER (R13)
- ⊠ MONUMENT TO BE SET PER (R4)
- ⊠ FOUND MONUMENT STAMPED "PLS 7785" PER (R10)
- ⊠ MONUMENT TO BE SET PER (R1)
- ⊙ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7786" PER (R10) OR (R13), RESPECTIVELY
- ⊙ 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 7786"
- 200.00'(R) MEASURED AND RECORD DATA PER REFERENCE (R)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (R) RADIAL BEARING
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-RW) MONUMENT TO RIGHT OF WAY LINE
- (T) TOTAL
- (B) BOUNDARY
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WALL EASEMENT
- W.L.E. WATER LINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- /// RESTRICTED ACCESS

## NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7786" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 3/8" REBAR WITH CAP "PLS 7786" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 8 FOR LINE AND CURVE TABLES.



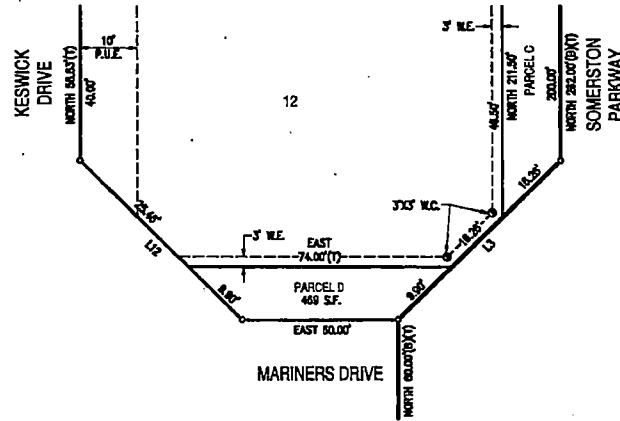
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 8 ONLY

LINE	DIRECTION	LENGTH
L1	N45°00'00"E	42.43'
L2	N45°00'00"W	42.43'
L3	N45°00'00"E	42.43'
L4	N45°00'00"W	42.43'
L5	N21°17'55"W	13.14'
L6	N45°00'00"W	34.36'
L7	EAST	2.85'
L8	N45°00'00"W	33.36'
L9	N45°00'00"W	33.36'
L10	N45°00'00"E	33.36'
L11	EAST	8.68'
L12	N45°00'00"W	33.36'
L13	N44°55'10"E	35.41'
L14	N45°00'00"E	33.36'
L15	N45°00'00"W	33.36'
L16	N45°00'00"E	33.36'
L17	N45°00'00"W	33.36'
L18	N45°00'00"E	33.36'
L19	N45°00'00"W	33.36'
L20	N45°00'00"E	33.36'

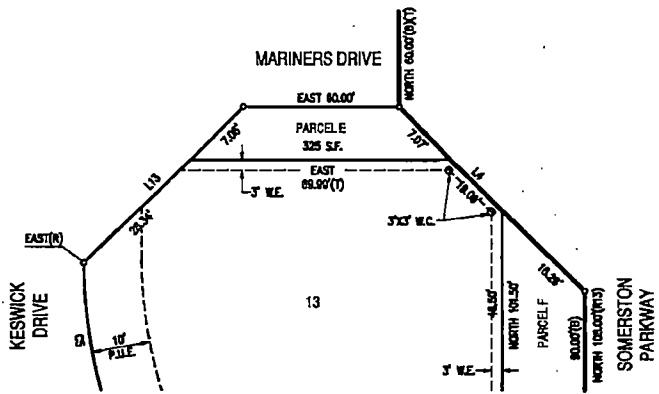
LINE	DIRECTION	LENGTH
L21	NORTH	12.00'
L22	NORTH	12.00'
L23	N46°25'20"E	42.21'
L24	N46°25'20"E	47.40'
L25	EAST	11.50'
L26	EAST	11.50'
L27	N45°00'00"W	48.35'
L28	EAST	48.25'
L29	N41°24'53"W	80.72'

CURVE	RADIUS	DELTA	LENGTH
C1	73.00	3742'00"	48.04'
C2	87.00	23'15'22"	35.31'
C3	87.00	23'15'22"	35.31'
C4	87.00	23'15'22"	35.31'
C5	87.00	23'05'41"	35.07'
C6	87.00	23'15'22"	35.31'
C7	12.00	90°00'00"	18.85'
C8	12.00	90°00'00"	18.85'
C9	12.00	90°00'00"	18.85'
C10	87.00	23'15'22"	35.31'
C11	73.00	36°35'16"	45.62'
C12	87.00	13°50'59"	21.03'
C13	87.00	8°24'23"	14.28'
C14	73.00	33°14'09"	42.35'
C15	73.00	20°32'18"	28.17'
C16	73.00	15°54'03"	20.28'
C17	73.00	21°01'34"	28.78'
C18	73.00	44°15'42"	58.30'
C19	73.00	1°32'56"	1.97'
C20	73.00	4°53'28"	8.23'

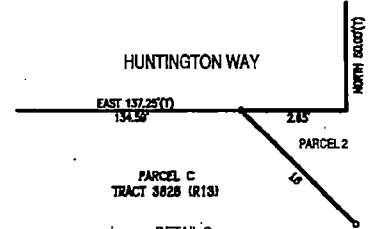
CURVE	RADIUS	DELTA	LENGTH
C21	73.00	44°21'30"	58.50'
C22	73.00	30°17'34"	50.44'
C23	73.00	8°55'25"	12.84'



DETAIL A  
NOT TO SCALE  
(FROM SHEET 5)



DETAIL B  
NOT TO SCALE  
(FROM SHEET 5)



DETAIL C  
NOT TO SCALE  
(FROM SHEET 7)

# TRACT 3825

## RIVER ISLANDS - PHASE 1B

### VILLAGE D

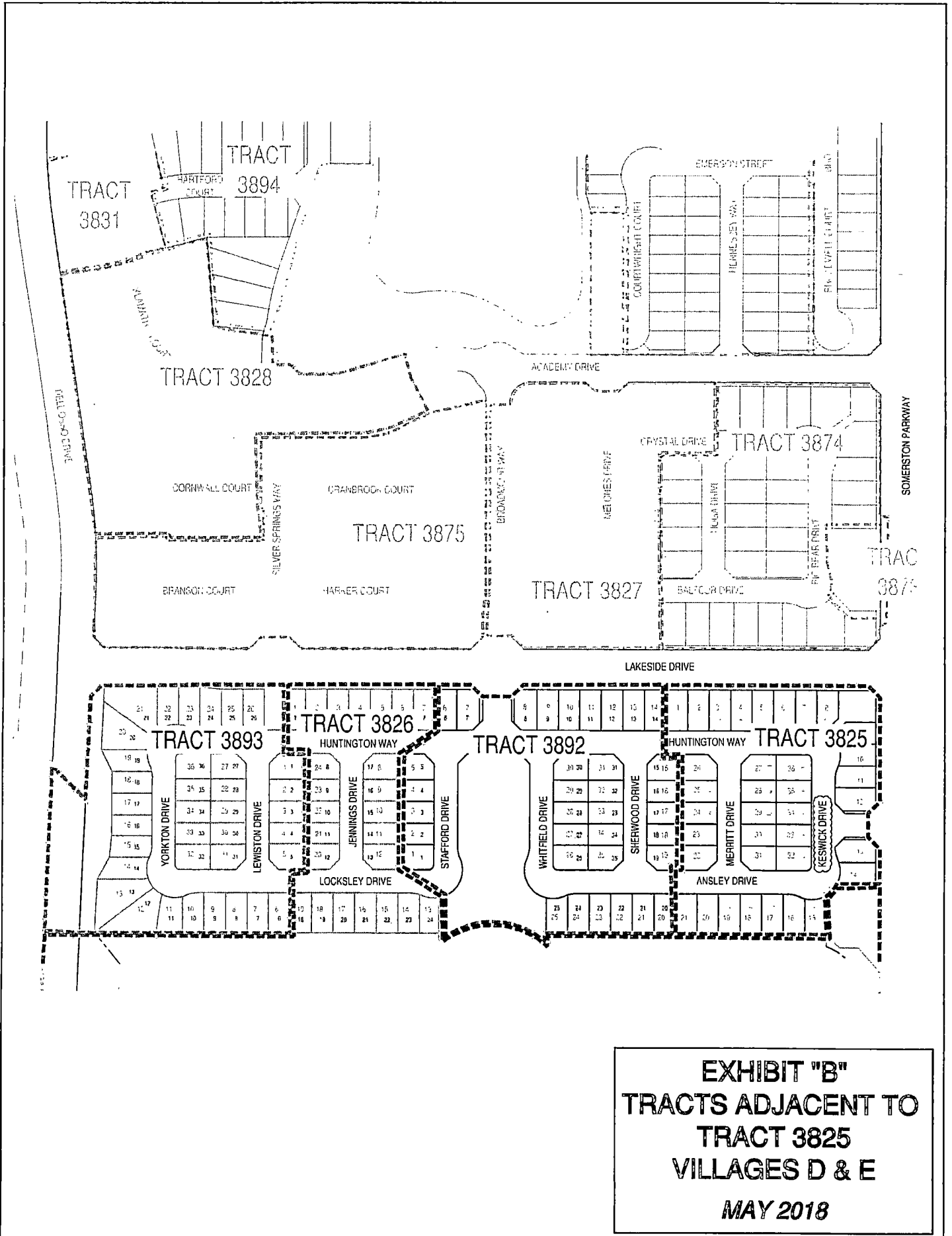
A PORTION OF RANCHO EL PESCADERO  
A SUBDIVISION OF  
PARCEL 4 OF TRACT 3825 (42 MAP 87)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018



**EXHIBIT B**

**ADJACENT TRACTS TO TRACT 3825**





**EXHIBIT "B"**  
**TRACTS ADJACENT TO**  
**TRACT 3825**  
**VILLAGES D & E**  
**MAY 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 insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.”

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2018

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).

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

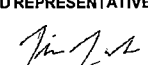
**COVERAGES**      **CERTIFICATE NUMBER:** W6009083      **REVISION NUMBER:**

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Final Map Tract No. 3825 - River Islands - Village D

The City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents are included as Additional Insureds as required by written contract on a Primary and Non-contributory basis with respect to the General Liability policy.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – 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**

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

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

**EXHIBIT D**

**COHEN/PARADISE/STEWART REHABILITATION MAP**



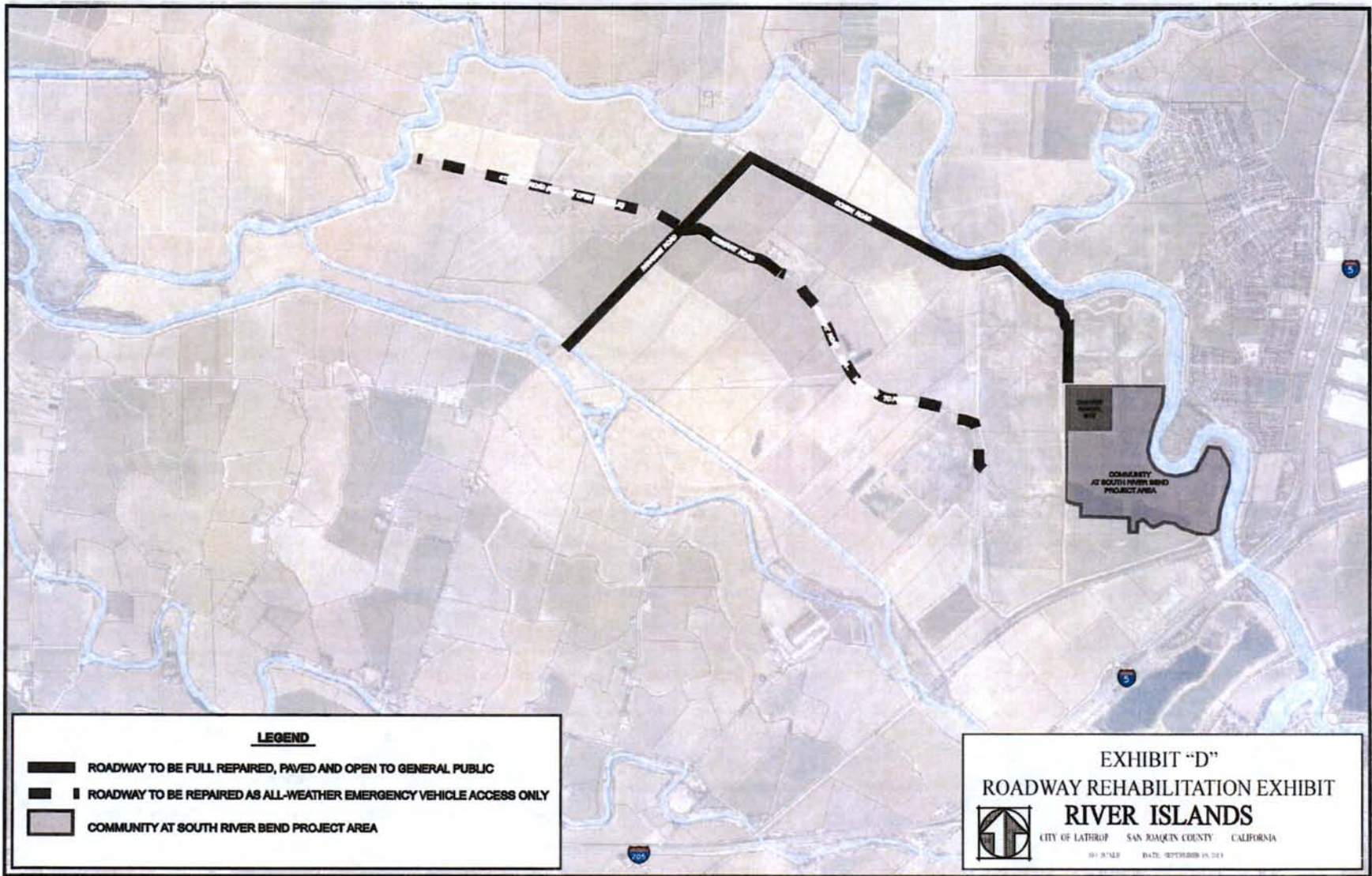


EXHIBIT "E"



ENGINEER'S BOND ESTIMATE  
 COST TO COMPLETE  
 RIVER ISLANDS - PHASE 1B  
 TRACT 3825 & 3826 (131 LOTS)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 20, 2016  
 Job No.: 25501-40

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer, Storm Drain, Water Testing & Raising Iron (95% Completion)	1	LS	\$ 50,200.00	\$ 50,200.00
2	Joint Trench (50% Completion)	1	LS	\$ 477,800.00	\$ 477,800.00
3	Fine Grade, Rock & AC Paving (50% Completion)	1	LS	\$ 380,100.00	\$ 380,100.00
4	Signing, Striping & Monumentation (0% Completion)	1	LS	\$ 25,000.00	\$ 25,000.00
<b>TOTAL COST TO COMPLETE</b>					<b>\$ 933,100.00</b>

Notes:

- 1) Estimate for cost to complete based on Teichert Construction's cost to complete summary sheet and backup documents for Tract 3825 & 3826 (New Home Company) received on July 20, 2016.

# River Islands - Tract 3825-3826 Underground



Contact: Ly Phau  
 Phone: 209-983-2332  
 Fax:

Quote To: John Peck

Job Name:  
 Date of Plans:  
 Revision Date:

Phone:  
 Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
99	<b>SANITARY SEWER SYSTEM</b>				
100	8" Sanitary Sewer	3,957.00	LF	21.00	83,097.00
200	12" Sanitary Sewer	1,859.00	LF	29.00	53,911.00
300	4" Sanitary Sewer Services	131.00	EA	560.00	73,360.00
400	Sanitary Sewer Manhole	21.00	EA	3,900.00	81,900.00
500	Connect to Existing 12" SS Plug	1.00	EA	2,500.00	2,500.00
600	Dewatering for Sewer	1.00	LS	40,000.00	40,000.00
699	<b>SUBTOTAL SANITARY SEWER</b>				<b>\$334,768.00</b>
	<b>STORM DRAIN SYSTEM</b>				
1000	15" Storm Drain	1,851.00	LF	33.00	61,083.00
1100	15" Storm Drain Laterials	486.00	LF	38.00	18,468.00
1200	18" Storm Drain	880.00	LF	36.00	31,680.00
1300	24" Storm Drain	953.00	LF	44.00	41,932.00
1400	30" Storm Drain	478.00	LF	75.00	35,850.00
1500	36" Storm Drain	149.00	LF	100.00	14,900.00
1600	Type A Inlet	3.00	EA	1,700.00	5,100.00
1700	Type A Inlet Over Type I MH	30.00	EA	3,000.00	90,000.00
1800	Type A Inlet Over Type II MH	1.00	EA	6,000.00	6,000.00
1900	SDMH Type I	3.00	EA	3,200.00	9,600.00
2000	SDMH Type II	2.00	EA	5,150.00	10,300.00
2299	<b>SUBTOTAL STORM DRAIN SYSTEM</b>				<b>\$324,913.00</b>
	<b>WATER SYSTEM</b>				
2500	8" Water	6,257.00	LF	23.00	143,911.00
2600	1" Water Service	132.00	EA	695.00	91,740.00
2700	1.5" Water Service (SH 9)	1.00	EA	1,100.00	1,100.00
2800	2" Water Service (SH 9)	2.00	EA	1,300.00	2,600.00
2900	3" Water Service Stub (SH 6)	1.00	EA	1,500.00	1,500.00
2950	3" NPW Service Stub (SH15)	1.00	EA	2,800.00	2,800.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Fire Hydrant Assemblies	10.00	EA	5,275.00	52,750.00
3100	8" GV	30.00	EA	1,375.00	41,250.00
3400	Connect to Existing	2.00	EA	2,500.00	5,000.00
3599	<b>SUBTOTAL WATER SYSTEM</b>				<b>\$342,651.00</b>
	<b>ALTERNATE ITEMS</b>				
3900	ARY @ Vertical Drop	5.00	EA	2,100.00	10,500.00
4000	In-Line BOV @ Vertical Drop	6.00	EA	3,500.00	21,000.00
5999	<b>SUBTOTAL ALTERNATE ITEMS</b>				<b>\$31,500.00</b>
<b>GRAND TOTAL</b>					<b>\$1,002,332.00</b>

\$ 1,002,332 x .05 = \$ 50,117

**CONSTRUCTION AGREEMENT**

**EXHIBIT A**

CONTRACT NUMBER:	2015-243
CONTRACT DATE:	November 10, 2015
PROJECT NAME:	River Islands at Lathrop
PROJECT LOCATION:	73 West Stewart Road, Lathrop, GA
CONTRACTOR:	Moreno Trenching, LTD
TYPE OF WORK:	Joint Trench Utility Contractor

**I. PROJECT**

River Islands at Lathrop

**II. SCOPE OF WORK**

Completion of all Work items listed below:

**TRACTS 3825 - 3826**

**Trench & Backfill**

36" x 63"	Trench	A	777	lf	31.50	24,475.50
36" x 63"	Trench	A1	290	lf	31.50	9,135.00
36" x 55"	Trench	A2	2,422	lf	23.75	57,522.50
36" x 55"	Trench	A3	1,267	lf	23.75	30,091.25
24" x 60"	Trench	I	196	lf	25.75	5,047.00
24" x 52"	Trench	I1	522	lf	18.75	9,787.50
36" x 52"	Trench	M1	1,392	lf	23.25	32,364.00
24" x 52"	Trench	M2-stub	1,139	lf	18.75	21,356.25
36" x 60"	Trench	M4	873	lf	30.75	26,844.75
12" x 38"	Trench	W	49	lf	12.25	600.25
12" x 22"	Trench	W4	1,053	lf	11.00	11,583.00
Bell Hole for Gas Tie-In			2	ea	2,965.00	5,930.00
						<b>\$ 234,737.00</b>

**Vaults/Splice Boxes (Excavate Only)**

17" x 30"	LID	Secondary Box (18")	43	ea	170.00	7,310.00
24" x 36"	LID	Secondary Box (26")	11	ea	200.00	2,200.00

3' x 5'	LID	Primary Box	2	ea	590.00	1,180.00
4' x 6'6"	LID	Primary Box	3	ea	765.00	2,295.00
36" x 52"	LID	Transformer Pad	15	ea	540.00	8,100.00
17" x 30"	AT&T	Telephone Box (34")	16	ea	220.00	3,520.00
3' x 5'	AT&T	Telephone Box (36")	1	ea	590.00	590.00
Misc.	CATV	Pedestal/Box	43	ea	85.00	3,655.00
						<u>\$ 28,850.00</u>

**Vaults/Splice Boxes (Supply & Install)**

17" x 30"	LID	Secondary Box (18")	43	ea	315.00	13,545.00
24" x 36"	LID	Secondary Box (26")	11	ea	655.00	7,205.00
3' x 5'	LID	Primary Box	2	ea	3,065.00	6,130.00
4' x 6'6"	LID	Primary Box	3	ea	6,505.00	19,515.00
36" x 52"	LID	Transformer Pad	15	ea	825.00	12,375.00
17" x 30"	AT&T	Telephone Box (34")	16	ea	465.00	7,440.00
3' x 5'	AT&T	Telephone Box (36")	1	ea	2,675.00	2,675.00
						<u>\$ 68,885.00</u>

**Conduit**

4"	LID	Conduit	841	lf	3.70	3,111.70
3"	LID	Conduit	7,802	lf	2.90	22,625.80
2"	LID	Conduit	6,190	lf	2.15	13,308.50
4"	AT&T	Conduit	6,400	lf	4.10	26,240.00
2"	AT&T	Conduit	17,100	lf	2.15	36,765.00
						<u>\$ 102,051.00</u>

**Gas System**

2"	Gas Main		6,746	lf	3.15	21,249.90
1"	Gas Stub Service Only		131	ea	205.00	26,855.00
1"	Excess Flow Valve		77	ea	65.00	5,005.00
						<u>\$ 53,109.90</u>

**Electric System**

Pad Mounted Transformer (26-1502)	(Supply)	6	ea	By Others	By Others
Pad Mounted Transformer (26-1502)	(Install)	6	ea	375.00	2,250.00
Pad Mounted Transformer (26-1503)	(Supply)	9	ea	By Others	By Others

Pad Mounted Transformer (26-1503)	(Install)	9	ea	375.00	3,375.00
Primary Cable (1/0-1W)	(Supply)	1	ls	24,825.00	24,825.00
Primary Cable (1/0-1W)	(Install)	7,545	lf	2.50	18,862.50
Secondary Cable 1/0-AT	(Supply)	1	ls	265.00	265.00
Secondary Cable 1/0-AT	(Install)	169	lf	0.80	135.20
Secondary Cable 4/0-AT	(Supply)	1	ls	7,760.00	7,760.00
Secondary Cable 4/0-AT	(Install)	3,511	lf	0.80	2,808.80
Secondary Cable 350-AT	(Supply)	1	ls	3,680.00	3,680.00
Secondary Cable 350-AT	(Install)	981	lf	0.80	784.80
Primary/Secondary Splicing		1	ls	53,865.00	53,865.00

53,865.00  
\$ 118,611.30

**Lighting System**

35W LED	Decorative Electrolier - Complete	53	ea	6,100.00	323,300.00
1-1/2"	Conduit w/ 2 - #8 Cu. Wire	224	lf	5.00	1,120.00
1-1/2"	Conduit w/ 3 - #8 Cu. Wire	63	lf	5.50	346.50
1-1/2"	Conduit w/ 2 - #8 Cu. Wire & Grd	3,347	lf	5.50	18,408.50
1-1/2"	Conduit w/ 3 - #8 Cu. Wire & Grd	132	lf	6.00	792.00
#3-1/2	Splice Box	94	ea	135.00	12,690.00
100A	Metered Pedestal (Install Only)	1	ea	2,500.00	2,500.00

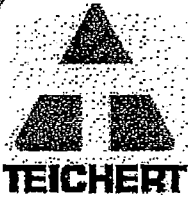
2,500.00  
\$ 359,157.00

SUB TOTAL = \$ 965,401.20

**TRACTS 3827 - 3828**

Trench & Backfill

36" x 63"	Trench	A	1,053	lf	31.50	33,169.50
36" x 63"	Trench	A1	694	lf	31.50	21,861.00
36" x 55"	Trench	A2	1,586	lf	23.75	37,667.50
36" x 55"	Trench	A3	1,339	lf	23.75	31,801.25
24" x 60"	Trench	I	138	lf	25.75	3,553.50
24" x 52"	Trench	I1	172	lf	18.75	3,225.00



## RIVER ISLANDS - TRACT 3825 TOP SIDE

**Contact: Bob Bird**  
**Phone: 209 983-2334**  
**Fax:**

Quote To: John Peck

Job Name:  
Date of Plans:  
Revision Date:

Phone:  
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>FINE GRADE, ROCK &amp; PAVE</b>					
100	Fine Grade (RW to RW)	192,544.00	SF	0.37	71,241.28
200	5th Street 4.5" AC/ 8" AB	4,248.00	SF	3.00	12,744.00
300	Mariner's Drive 3" AC/ 7" AB	3,860.00	SF	2.35	9,071.00
400	Interior Streets 4.5" AC/ 8" AB	95,464.00	SF	3.00	286,392.00
450	AB Cushion Under Concrete	6,094.00	LF	3.65	22,243.10
<b>SUBTOTAL FINE GRADE, ROCK &amp; PAVE</b>					<b>\$401,691.38</b>
<b>CONCRETE</b>					
700	Vertical Curb & Gutter	2,522.00	LF	13.50	34,047.00
800	Roll Type Curb & Gutter	3,387.00	LF	14.50	49,111.50
900	Type F Median Curb	185.00	LF	25.00	4,625.00
1000	6" Concrete Sidewalk Including Round Corners	30,892.00	SF	3.45	106,577.40
1100	Handicap Ramps (Labor Only)	14.00	EA	2,375.00	33,250.00
1200	6" Concrete Median Strip 5th Street	621.00	SF	5.50	3,415.50
1300	Catch Basin- top out only, Iron supplied by others	34.00	EA	525.00	17,850.00
<b>SUBTOTAL CONCRETE</b>					<b>\$248,876.40</b>
<b>MISCELLANEOUS</b>					
1600	4" Sleeves (2 Per Lot, 3 Per Corner Lot)	141.00	EA	45.00	6,345.00
<b>SUBTOTAL MISCELLANEOUS</b>					<b>\$6,345.00</b>
<b>GRAND TOTAL</b>					<b>\$656,912.78</b>



# RIVER ISLANDS - TRACT 3826 & ~~3828~~ ~~FLIP SIDE~~

Revision - 2/22/16

**TEICHERT**

Contact: Ly Phan  
 Phone: 209 983-2332  
 Fax:

Quote To: John Peck

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
99	<b>FINE GRADE, ROCK &amp; PAVE TRACT 3826</b>				
100	Fine Grade (RW to RW)	172,488.00	SF	0.37	63,820.56
400	Interior Streets 4.5" AC/ 8" AB	91,639.00	SF	3.00	274,917.00
450	AB Cushion Under Concrete	5,409.00	LF	3.65	19,742.85
590	<b>SUBTOTAL FINE GRADE, ROCK &amp; PAVE TRACT 3826</b>				<b>\$358,480.41</b>
				<i>2806 6001 06-600</i>	
	<b>CONCRETE - TRACT 3826</b>				
700	Vertical Curb & Gutter	1,774.00	LF	13.50	23,949.00
800	Roll Type Curb & Gutter	3,635.00	LF	14.50	52,707.50
1000	6" Concrete Sidewalk Including Round Corners	28,138.00	SF	3.45	97,076.10
1100	Handicap Ramps (Labor Only)	10.00	EA	2,375.00	23,750.00
1300	Catch Basin- top out only, Iron supplied by others	17.00	EA	525.00	8,925.00
1390	<b>SUBTOTAL CONCRETE TRACT 3826</b>				<b>\$206,407.60</b>
				<i>2806 6001 06-615</i>	
	<b>MISCELLANEOUS TRACT 3826</b>				
1600	4" Sleeves (3 Per Lot)	201.00	EA	45.00	9,045.00
1790	<b>SUBTOTAL MISCELLANEOUS TRACT 3826</b>				<b>\$9,045.00</b>
					<i>573 933 01</i>
	<b>FINE GRADE, ROCK &amp; PAVE TRACT 3828</b>				
1800	Fine Grade (RW to RW)	212,037.00	SF	0.37	78,453.32
1900	Interior Streets 4.5" AC/ 8" AB	23,505.00	SF	3.00	70,515.00
1925	4" AC/ 7" AB	33,970.00	SF	2.25	76,362.00
1950	Multiple-Sacs 3" AC/ 5" AB	62,837.00	SF	2.10	131,957.70
2000	AB Cushion Under Concrete	7,619.00	LF	3.65	27,809.35
2190	<b>SUBTOTAL FINE GRADE, ROCK &amp; PAVE TRACT 3828</b>				<b>\$385,103.37</b>
				<i>2806 6003 06-600</i>	
	<b>CONCRETE TRACT 3828</b>				
2200	Vertical Curb & Gutter	1,962.00	LF	13.50	26,487.00
2300	Roll Type Curb & Gutter	4,585.00	LF	14.50	66,482.50

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

May 14, 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 3825; Escrow No. 1211040287**

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 May 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 December 31, 2018, ORTC will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Document**

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

- One original Final Map for Tract 3825, executed and acknowledged by City. The document listed above is referred to as the "**Recordation Document**." The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

Copies should be sent via email to Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group, [cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net), Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto: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 Document, in immediately available funds, the following amounts, in

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

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.

C.1 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 \$38,726.84, 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 12.59 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](mailto:sdelloso@riverislands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)), Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)), Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)) and Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

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

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

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

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

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

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

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

**E. Closing Process and Priorities**

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

E.1. Date the Recordation Document to be recorded.

E.2. Record the Recordation Document in the Official Records.

E.3. Pay the costs associated with the Transaction.

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 Document, showing all recording information of the Recordation Document; and

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

**F. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions,

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

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

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

Very truly yours,

\_\_\_\_\_  
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: \_\_\_\_\_

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**CITY MANAGER'S REPORT  
MAY 14, 2018, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 31 LOTS IN TRACT 3874 VILLAGE "A" WITHIN EAST VILLAGE OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3874 Village "A" within East Village, Totaling 31 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 3874 (Summer House) will be the final tract map within the Village "A" area. Van Daele Homes, an existing River Islands builder (Summer House, Castaway and Latitude), is proposing thirty-one (31) 60' x 100' single-family lots. Tract 3874 is part of the Summer Housing neighborhood. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3874, Village "A" 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 3874 as proposed by River Islands Development, LLC ("River Islands"), as the subdivider, complies with the most current conditions of approval.

The land for Tract 3874 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 Summer House product within Village "A" (Tract 3874).

**CITY MANAGER’S REPORT** **Page 2**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3874 VILLAGE “A” TOTALING 31 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

As required by the City’s subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3874 requires that security (cash or bonds) are posted to guarantee unfinished infrastructure within Village “A.”

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 3874 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3874 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

All in-tract improvements, except for Somerston Parkway, have been completed, other than thermoplastic striping. With the approval of the first final map within Village “A” (Tract 3873), River Islands posted performance bonds for the unfinished improvements within all of Village “A” including Tract 3874. As a result, the SIA for Tract 3874 reaffirms the posting performance and labor and materials bonds first required by the SIA for Tract 3873. 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 3874 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 substantially completed the street and utility improvements within the entirety of Village “A.” Prior to acceptance of public improvements within Village “A” the posted security is for 120% of the estimated cost to complete the unfinished improvements and previous bonds posted with Tract 3873 remain in full force and effect. RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. Prior to acceptance of these improvements, River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3874.

This includes the following documents and fees:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3874	Completed



**CITY MANAGER'S REPORT**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3874 VILLAGE "A" TOTALING 31 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3874	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 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
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
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

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 3874 have already been completed; including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

Before the Final Maps are recorded, 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.

**CITY MANAGER'S REPORT** **Page 4**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3874 VILLAGE "A" TOTALING 31 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

**BUDGET IMPACT:**


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

**ATTACHMENTS:**

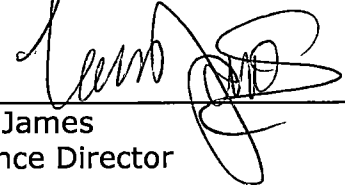
- A. Resolution Approving Final Map for Tract 3874 Village "A" within East Village District, Totaling 31 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Tract 3874 Village "A" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3874, Village "A"
- D. Escrow Instructions for Final Map Tract 3874 Village "A"

**CITY MANAGER'S REPORT**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3874 VILLAGE "A" TOTALING 31 SINGLE-FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

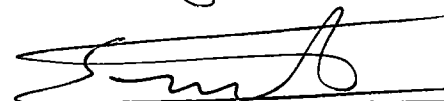
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

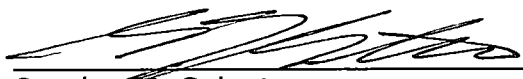
4/30/18  
Date

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

5/1/18  
Date

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

4-30-18  
Date

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

5-7-18  
Date

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A FINAL MAP FOR TRACT 3874 IN VILLAGE "A"  
TOTALING 31 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 3874, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 31 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 "O" including Tract 3874, the Stewart Tract Design Review Committee recommended approval of Tract 3874 on November 3, 2015; and

**WHEREAS**, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3874, 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 3874 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 3874 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 3874; 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 3874 Village "O" 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 May 14, 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 14th day of May 2018, by the following vote:

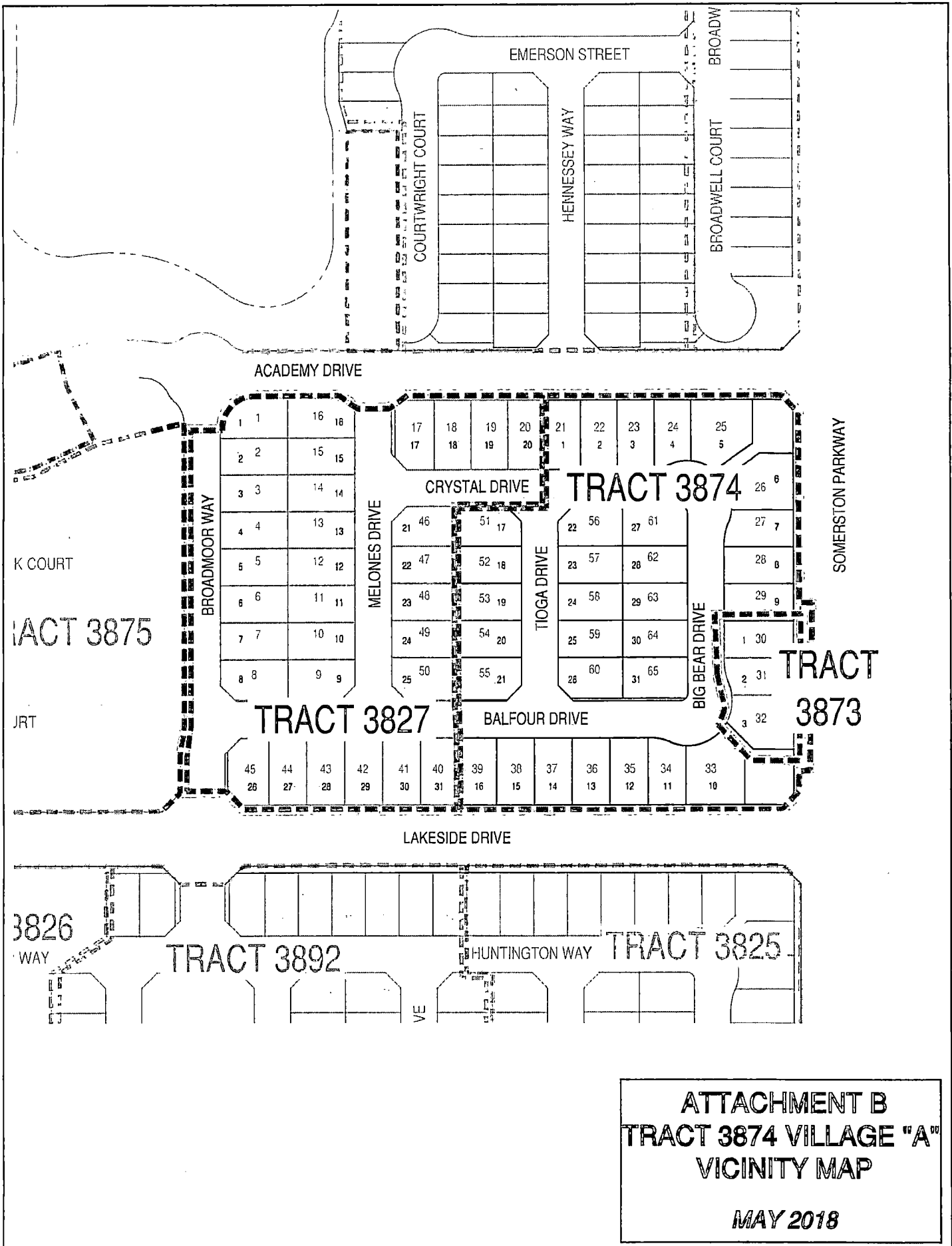
AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

**ATTEST:**

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

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



**ATTACHMENT B**  
**TRACT 3874 VILLAGE "A"**  
**VICINITY MAP**  
 MAY 2018

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS DEVELOPMENT, LLC,**  
**A CALIFORNIA LIMITED LIABILITY COMPANY, FOR**  
**31 RESIDENTIAL LOTS IN TRACT 3874 VILLAGE "A"**

---

**RECITALS**

A. This Agreement is made and entered into this 14<sup>th</sup> day of May, 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 3874. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 3874 and the adjacent Tracts of 3873 and 3827 as part of the Village "A" area of the East Village District of River Islands. The unfinished portion of improvements total \$2,285,000 and both performance and labor and materials (payment) bonds as required by the Lathrop Subdivision Ordinance and the Subdivision Map Act were posted with the approval of Tract 3873 and will be required to be held by CITY as outlined in this Tract 3874 Subdivision Improvement Agreement unless otherwise substituted with other security as outlined in this Agreement.

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 3874 and adjacent tracts.

D. SUBDIVIDER has completed a portion of the joint trench improvements for Tracts 3873, 3874 and 3827 in accordance with the separate set of joint trench improvement plans and street light plans prepared by Power Systems Design, Inc.

The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") have only partially constructed as part of the required infrastructure for Tracts 3873, 3874 and 3827 which includes improvements associated with adjacent tracts. Only the deferred and unfinished improvements for Tracts 3873, 3874 and 3827 are necessary to provide access to these tracts. As a result, the amount bonded with the prior approval of Tract 3873, was 120% of the amount of unfinished and deferred improvements as shown in Exhibit E ( $\$2,285,000 \times 120\% = \$2,742,000$  – performance bond amount).

The corresponding labor and materials bond amount posted is 50% of the performance bond amount ( $\$2,742,000 \times 50\% = \$1,371,000$ ).

E. The term "Improvements" as used in this Agreement means all improvements necessary for Tracts 3873, 3874 and 3827. As a result, the total value of public improvements for these tracts is \$2,953,000 as shown in Exhibit E to this Agreement. The required Maintenance Bond for Tract 3873 shall be equal to 10% of the cost of Improvements as shown in Exhibit E; ( $\$2,953,000 \times 10\% = \$295,300$  – 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 first home constructed in Tract 3874 that is conveyed to a private interest not associated with the transfer of title of Tract 3874 associated with the filing of Tract 3874 or prior to the completion and occupancy of the first production dwelling unit associated with Tract 3874, 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 \$295,300, equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital F, to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one (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 3874 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 "D", 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:

a. 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 3873 as included and described in Exhibit E of this Agreement. The amount of the performance bond required shall be 120% of the amount of unfinished and deferred improvements as shown in Exhibit E ( $\$2,285,000 \times 120\% = \$2,742,000$  – performance bond amount) as indicated in Recital F. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ( $\$2,742,000 \times 50\% = \$1,371,000$ ), also as indicated in Recital F. 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 3874.

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 3874
- EXHIBIT B: ADJACENT TRACTS TO TRACT 3874
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
- EXHIBIT E: UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE

\_\_\_\_\_  
**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this**  
**\_\_\_\_ day of May, 2018, at Lathrop, California.**

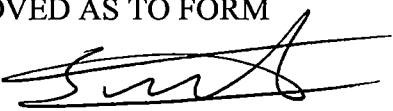
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

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

BY: \_\_\_\_\_  
Teresa Vargas  
City Clerk

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

APPROVED AS TO FORM

BY:   
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

River Islands Development, LLC,  
a California limited liability company

BY: \_\_\_\_\_  
Susan Dell'Osso, President  
"SUBDIVIDER"

**EXHIBIT A**

**FINAL MAP - TRACT 3874**

**OWNERS STATEMENT**

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DEPICTED AND ENCLOSED WITHIN THE EXPOSED BOUNDARY LINE OF THE HEREBY ENCLOSED FINAL MAP ENTITLED, TRACT 3874, RIVER ISLANDS, PHASE 1B, VILLAGE A3, 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 DEPOSIT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MAP, BAYPUR DRIVE, THOGA DRIVE, BIG BEAR DRIVE, AND CRYSTAL DRIVE, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY DEPOSITE TO THE CITY OF LATHROP A NON-EXCLUSIVE WALL EASEMENT AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEPOSITE TO THE CITY OF LATHROP ALL PARTS RIGHT OF ACCESS TO LOTS 17, 22 AND 27, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

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

NAME: SUSAN BELLOSS  
PRESIDENT  
DATE: \_\_\_\_\_  
2018, AS DOCUMENT NUMBER 2018-18068A, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2018, AS DOCUMENT NUMBER 2018-18068A, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

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, \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT BY HIS/HER/HE/THEY/ SHE/HER/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, OR THE ENTITY UPON BEHALF OF WHICH THE SIGNATURE(S) ACTED, DEPOSITED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:  
SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_  
COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**TRACT 3874  
RIVER ISLANDS - PHASE 1B  
VILLAGE A3**

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 1 OF TRACT 2027 (42 MAP 01) SAN JOAQUIN COUNTY RECORDS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA MARCH 2018



**CITY CLERKS STATEMENT**

I, TERESA WARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREBY ENCLOSED MAP ENTITLED "TRACT 3874, RIVER ISLANDS, PHASE 1B, VILLAGE A3, 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 \_\_\_\_\_, 2018, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ PASSED AND ADOPTED AS SAID MEETING SAID MAP AND AUTHORIZED ITS RECORDED AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE. THE DEPOSITION OF ALL PUBLIC UTILITY EASEMENTS, LANDSCAPE EASEMENTS, WALL EASEMENTS, AND ACCEPTANCE OF THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PUBIC UTILITY EASEMENT" AS SHOWN ON THIS FINAL MAP.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN COMPLETED IN ACCORDANCE WITH CHAPTER 18, TITLE 18.10 OF THE CITY OF LATHROP MUNICIPAL CODE.

I HEREBY WARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, JOAQUIN, STATE OF CALIFORNIA.

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN  
I, \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT BY HIS/HER/HE/THEY/ SHE/HER/HE/THEY/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, OR THE ENTITY UPON BEHALF OF WHICH THE SIGNATURE(S) ACTED, DEPOSITED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:  
SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_  
COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

EXEMPT FROM FEE PER GOVERNMENT CODE 27398.1; DOCUMENT RECORDED IN CONNECTION WITH A DOCUMENTARY TRANSFER TAX SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.



NOT TO SCALE  
VICINITY MAP

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT  
THIS MAP CONFORMS TO TENTATIVE MAP NO. 3874 APPROVED BY THE PLANNING COMMISSION.  
DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

REBECCA SANDRI, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

CITY ENGINEER'S STATEMENT  
I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3874, RIVER ISLANDS, PHASE 1B, VILLAGE A3, CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP NO. 3874, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLEES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

RECORDER'S STATEMENT  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_ OF \_\_\_\_\_ AND PLATS, AT PAGE \_\_\_\_\_ OF BOOK \_\_\_\_\_ OLD REPUBLIC TITLE COMPANY.

BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER  
STATE T. RESTLANDER,  
ASSESSOR-RECORDER-COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA



# TRACT 3874 RIVER ISLANDS - PHASE 1B VILLAGE A3

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 MAP 61)  
SAN JOAQUIN COUNTY RECORDS  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 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, 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 "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.S.001.01 AND DATED JULY 28, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGED, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3874, RIVER ISLANDS, PHASE 1B, VILLAGE A3, CONTAINS 31 RESIDENTIAL LOTS, AND 7 LETTERED PARCELS, CONTAINING 7.43 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

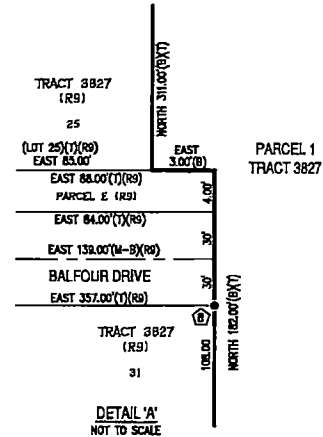
TRACT 3874 AREA SUMMARY	
31 RESIDENTIAL LOTS	4.88 AC±
PARCELS A THROUGH G	0.70 AC±
STREET DEDICATIONS	1.85 AC±
<b>TOTAL</b>	<b>7.43 AC±</b>

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1211042387-KS (VERSION 2), DATED MARCH 19, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

### LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2 AND 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°00'00"W	42.43'
L2	EAST	125.00'
L3	NORTH	85.24'
L4	N44°57'04"W	81.68'
L5	EAST	77.39'
L6	N45°00'00"E	42.43'
L7	NORTH	182.00'
L8	EAST	3.00'
L9	EAST	81.00'
L10	N45°00'00"W	35.36'
L11	EAST	80.00'
L12	N45°00'00"E	35.36'
L13	NORTH	80.00'
L14	EAST	47.00'
L15	NORTH	122.00'
L16	NORTH	35.00'
L17	EAST	55.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	87.00'	23°15'22"	33.31'
C2	73.00'	51°57'45"	66.21'



## CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3874, RIVER ISLANDS, PHASE 1B, VILLAGE A3, 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 JANUARY 4, 1, 2016. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 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

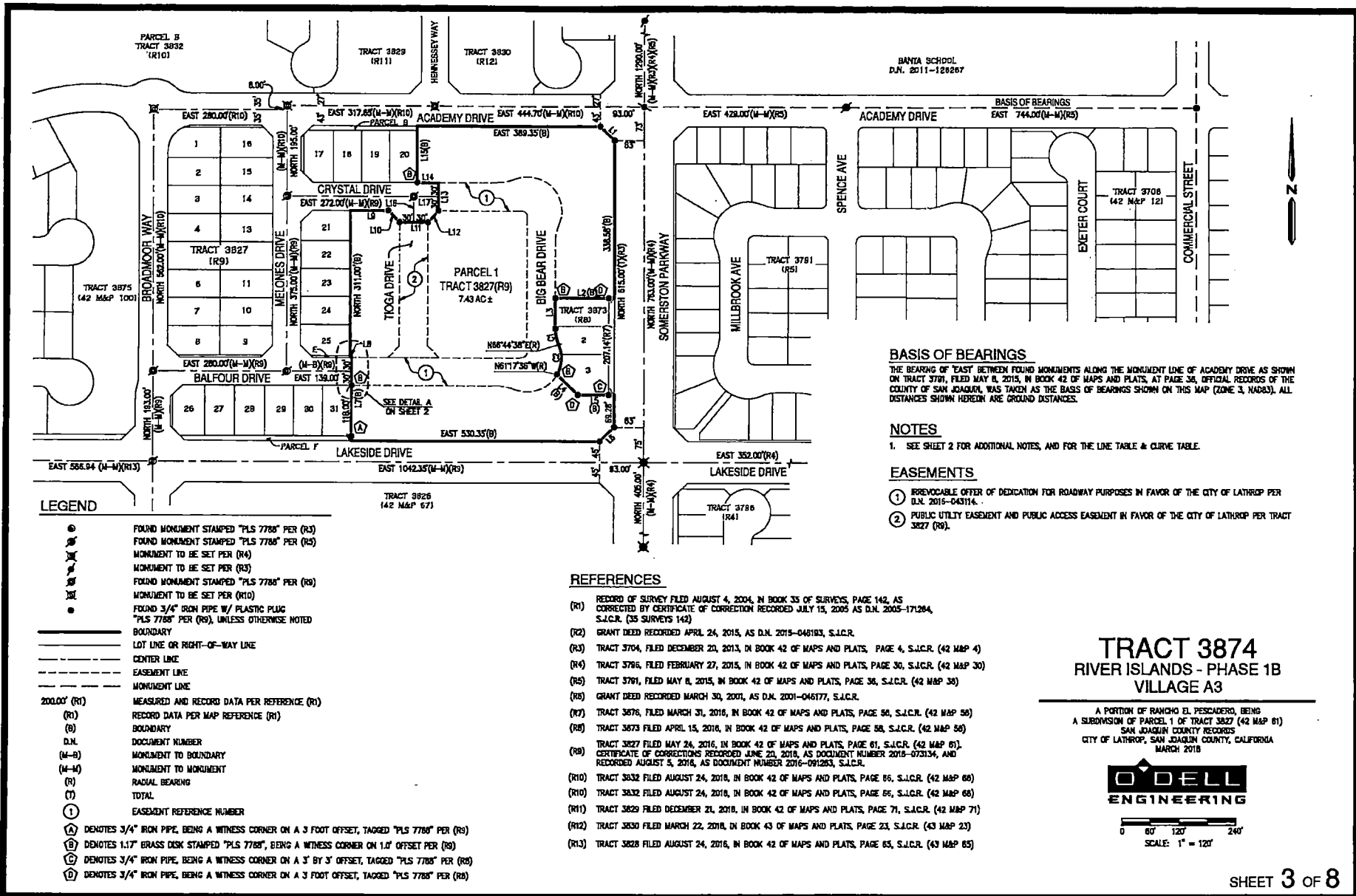


## SIGNATURE OMISSIONS

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

- ENCUMBRANCE RECORDS REFERENCE FOR OIL, GAS, MINERALS, AND OTHER INTERESTS LOCATED BELOW A DEPTH OF 500 FEET, PER D.N. 2001-048177, S.J.C.R. PROBABLE OWNER OF INTEREST FOR PURPOSES OF ROADWAY IN FAVOR OF THE CITY OF LATHROP PER DEPARTMENT NUMBER 2005-04074, S.J.C.R.
- PLANS 2007-000001 AND PUBLIC ACCESS AGREEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3827, FILED MAY 28, 2018, IN BOOK 48 OF MAPS AND PLATS, AT PAGE 61, S.J.C.R.





**LEGEND**

- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R3)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R9)
- ⊙ MONUMENT TO BE SET PER (R10)
- ⊙ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R9), UNLESS OTHERWISE NOTED
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- CENTER LINE
- EASEMENT LINE
- MONUMENT LINE
- 200.00' (R1)
- (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) RECORD DATA PER MAP REFERENCE (R1)
- (R) BOUNDARY
- D.N. DOCUMENT NUMBER
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RACIAL BEARING
- (T) TOTAL
- (1) EASEMENT REFERENCE NUMBER
- (A) DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3 FOOT OFFSET, TAGGED "PLS 7788" PER (R9)
- (B) DENOTES 1.17" BRASS DISK STAMPED "PLS 7788", BEING A WITNESS CORNER ON 1.0' OFFSET PER (R9)
- (C) DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3' BY 3' OFFSET, TAGGED "PLS 7788" PER (R9)
- (D) DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3 FOOT OFFSET, TAGGED "PLS 7788" PER (R9)

**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 D.N. 2005-171284, S.J.C.R. (35 SURVEYS 142)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS D.N. 2015-046193, 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 3786, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 36, S.J.C.R. (42 MAP 36)
- (R5) TRACT 3791, 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 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- (R8) TRACT 3873 FILED APRIL 15, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 58, S.J.C.R. (42 MAP 58)
- (R9) TRACT 3827 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 23, 2018, AS DOCUMENT NUMBER 2018-073134, AND RECORDED AUGUST 5, 2018, AS DOCUMENT NUMBER 2018-091283, S.J.C.R.
- (R10) TRACT 3832 FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- (R10) TRACT 3832 FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- (R11) TRACT 3829 FILED DECEMBER 21, 2018, IN BOOK 42 OF MAPS AND PLATS, PAGE 71, S.J.C.R. (42 MAP 71)
- (R12) TRACT 3830 FILED MARCH 22, 2016, IN BOOK 43 OF MAPS AND PLATS, PAGE 23, S.J.C.R. (43 MAP 23)
- (R13) TRACT 3828 FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 63, S.J.C.R. (43 MAP 63)

**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 HEREIN ARE GROUND DISTANCES.

**NOTES**

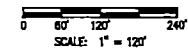
- 1. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE & CURVE TABLE.

**EASEMENTS**

- 1. IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES IN FAVOR OF THE CITY OF LATHROP PER D.N. 2015-043114.
- 2. PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3827 (R9).

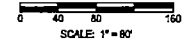
**TRACT 3874  
RIVER ISLANDS - PHASE 1B  
VILLAGE A3**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 MAP 61) SAN JOAQUIN COUNTY RECORDS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA MARCH 2018



# TRACT 3874 RIVER ISLANDS - PHASE 1B VILLAGE A3

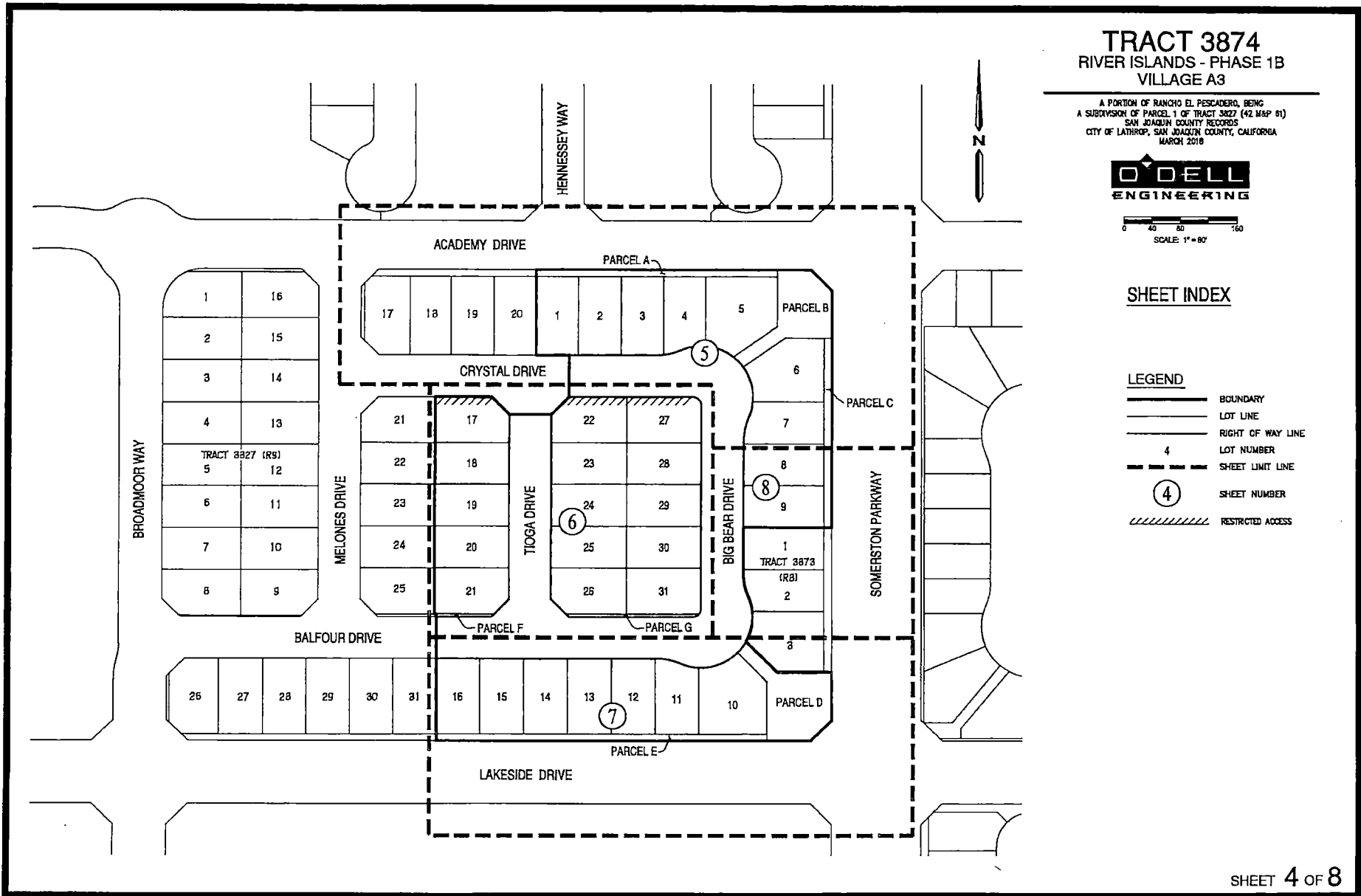
A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42.5&P 61)  
SAN JOAQUIN COUNTY RECORDS  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018



## SHEET INDEX

### LEGEND

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



**LEGEND**

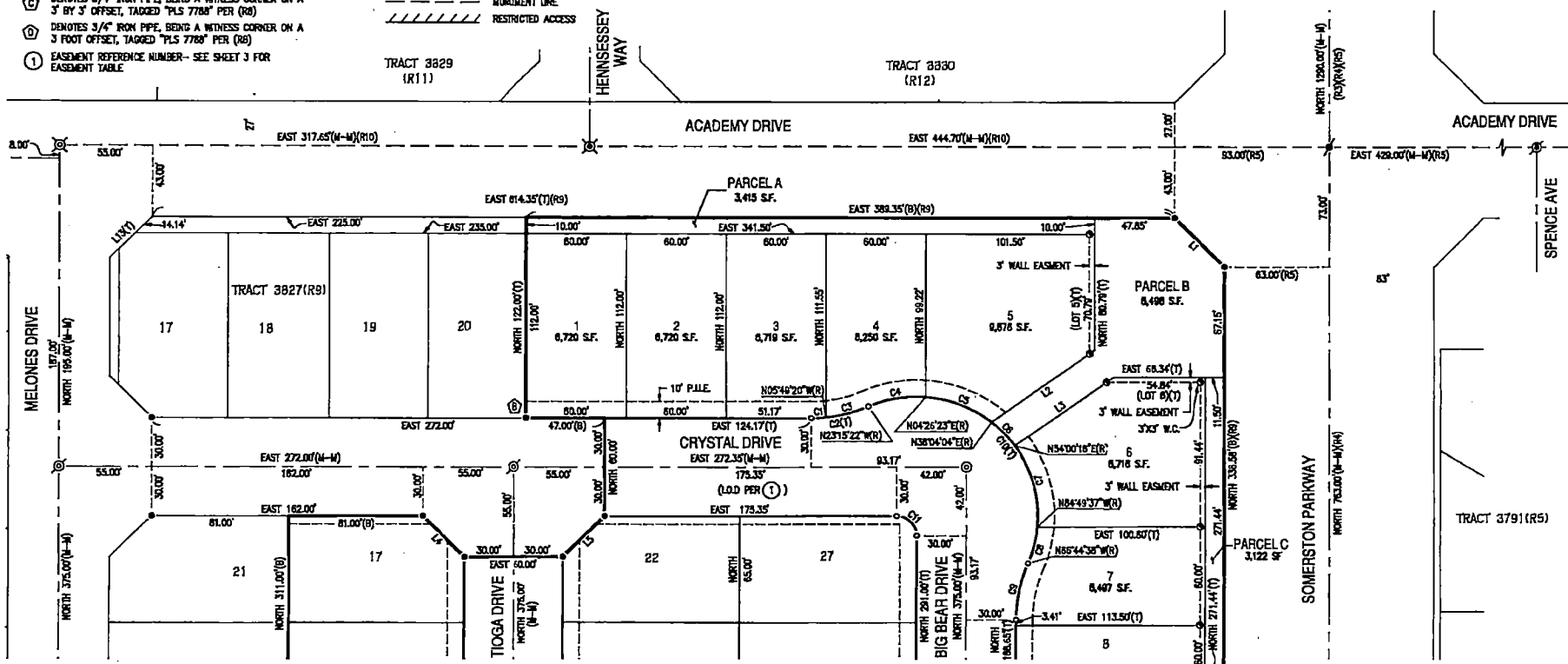
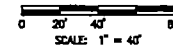
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊕ FOUND MONUMENT IN WELL, STAMPED "PLS 7788" PER (R5)
- ⊖ MONUMENT TO BE SET, STAMPED "PLS 7788" PER (R3)
- ⊗ MONUMENT TO BE SET, STAMPED "PLS 7788" PER (R4)
- SET 3.00" WITNESS CORNER, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE, AS NOTED. 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT, STAMPED "PLS 7788" PER (R9)
- ⊗ FOUND MONUMENT, STAMPED "PLS 7788" PER (R10)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R9), UNLESS OTHERWISE NOTED
- ⊕ DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3 FOOT OFFSET, TAGGED "PLS 7788" PER (R9)
- ⊖ DENOTES 1.17" BRASS DISK STAMPED "PLS 7788", BEING A WITNESS CORNER ON 1.0' OFFSET PER (R9)
- ⊗ DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3' BY 3' OFFSET, TAGGED "PLS 7788" PER (R9)
- ⊕ DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3 FOOT OFFSET, TAGGED "PLS 7788" PER (R9)
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR EASEMENT TABLE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (M) DENOTES REFERENCE (M) - SEE REFERENCE LIST ON SHEET 3
- D.N. DOCUMENT NUMBER
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.E. LANDSCAPE EASEMENT
- W.C. WITNESS CORNER
- L.O.D. IRREVOCABLE OFFER OF DEDICATION
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- //// RESTRICTED ACCESS

**NOTES**

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

**TRACT 3874  
RIVER ISLANDS - PHASE 1B  
VILLAGE A3**

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 M&P 61)  
SAN JOAQUIN COUNTY RECORDS  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018



SEE SHEET 6

SEE SHEET 8

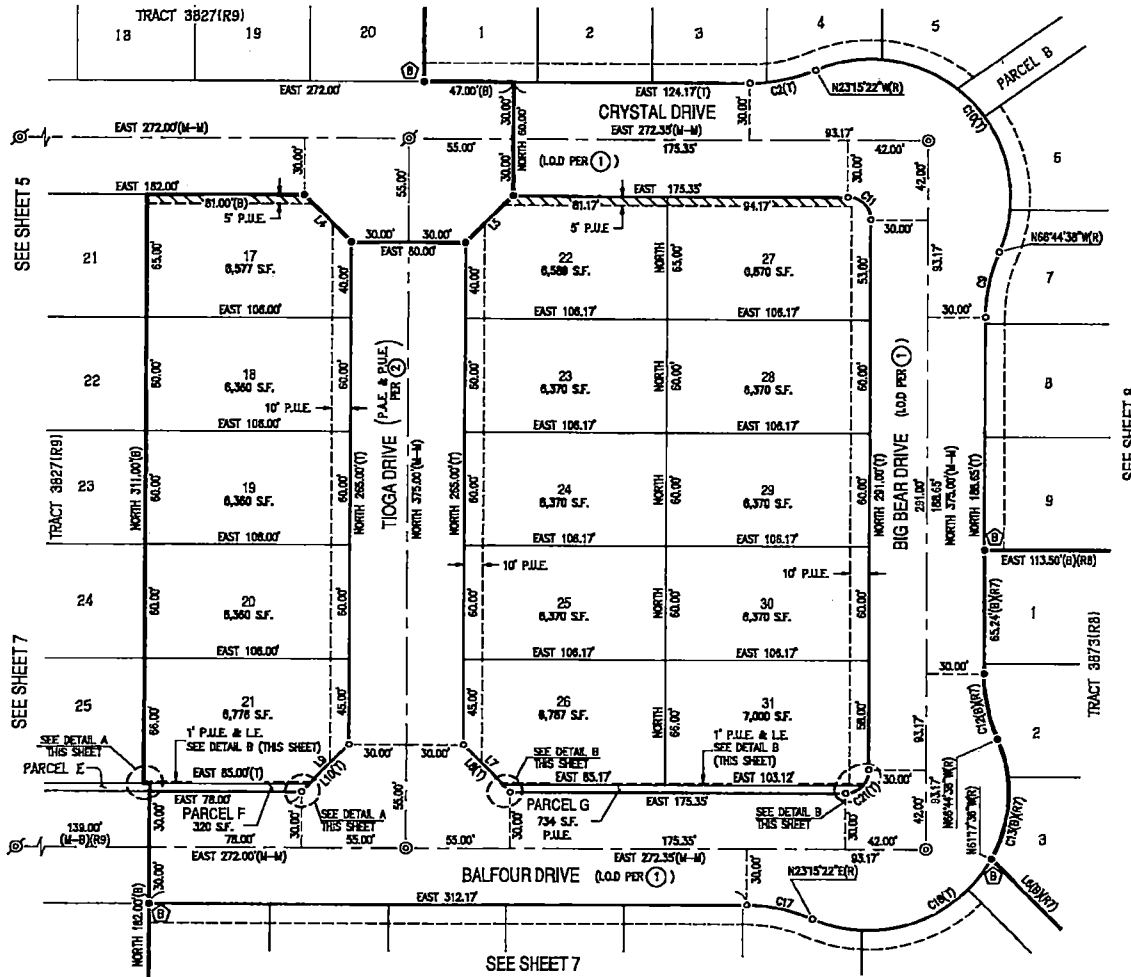
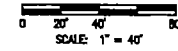
SHEET 5 OF 8

# TRACT 3874

## RIVER ISLANDS - PHASE 1B

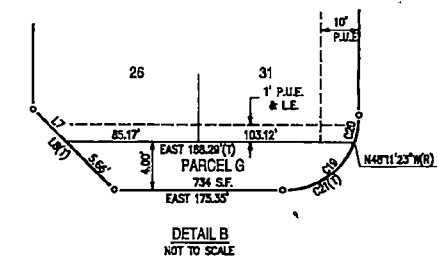
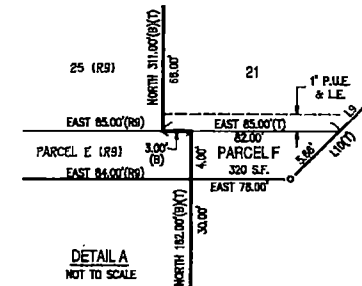
### VILLAGE A3

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 MAP 61)  
 SAN JOAQUIN COUNTY RECORDS  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2016



#### NOTES

1. SEE SHEET 5 FOR LEGEND.
2. 1.17" BRASS DISK STAMPED "PLS 7780" TO BE SET ON CONCRETE SIDEWALK LOC'D INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
3. 5/8" REBAR WITH CAP "PLS 7780" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
4. SEE SHEET 2 FOR ADDITIONAL NOTES.
5. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
6. SEE SHEET 6 FOR LINE AND CURVE TABLES.

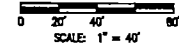


# TRACT 3874

## RIVER ISLANDS - PHASE 1B

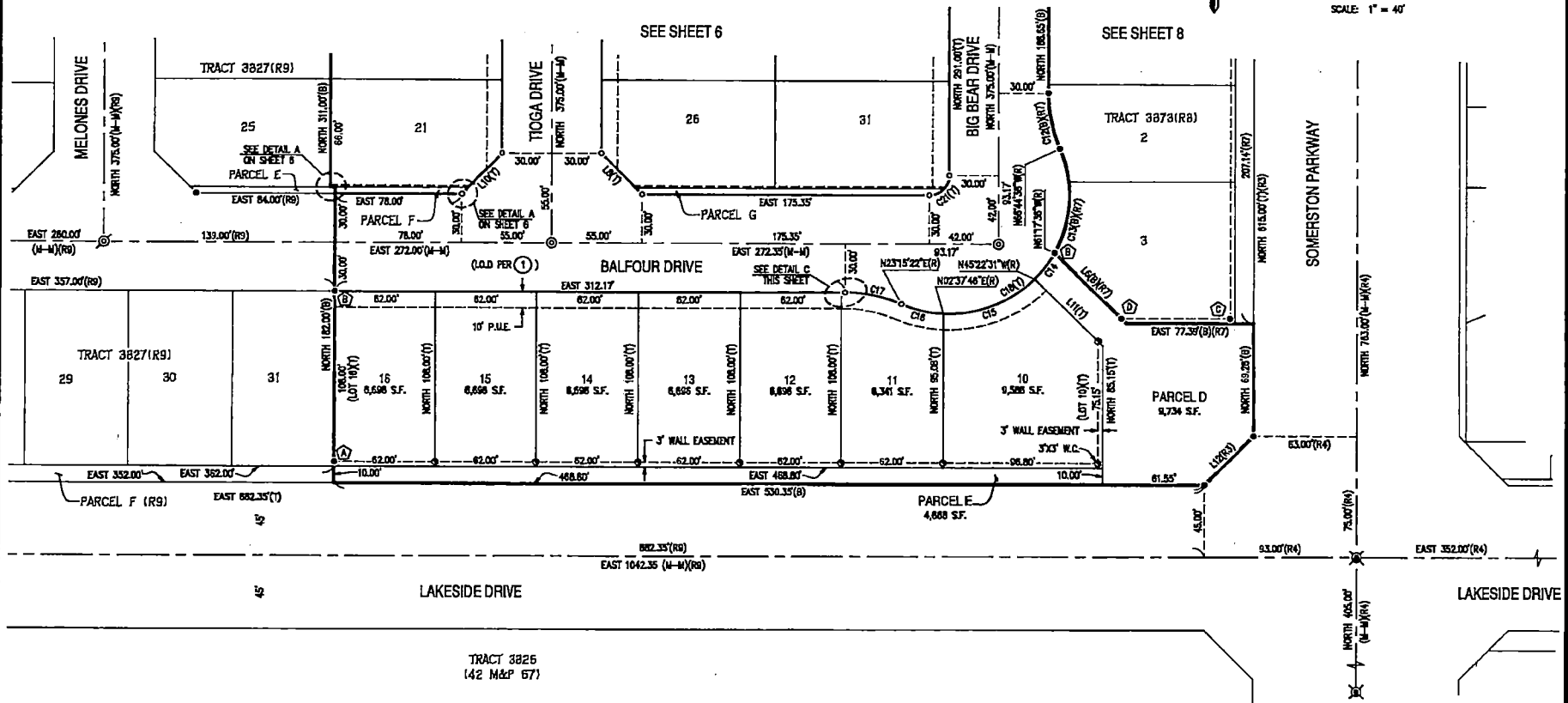
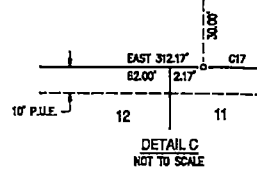
### VILLAGE A3

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 MAP 61)  
 SAN JOAQUIN COUNTY RECORDS  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2018



#### NOTES

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

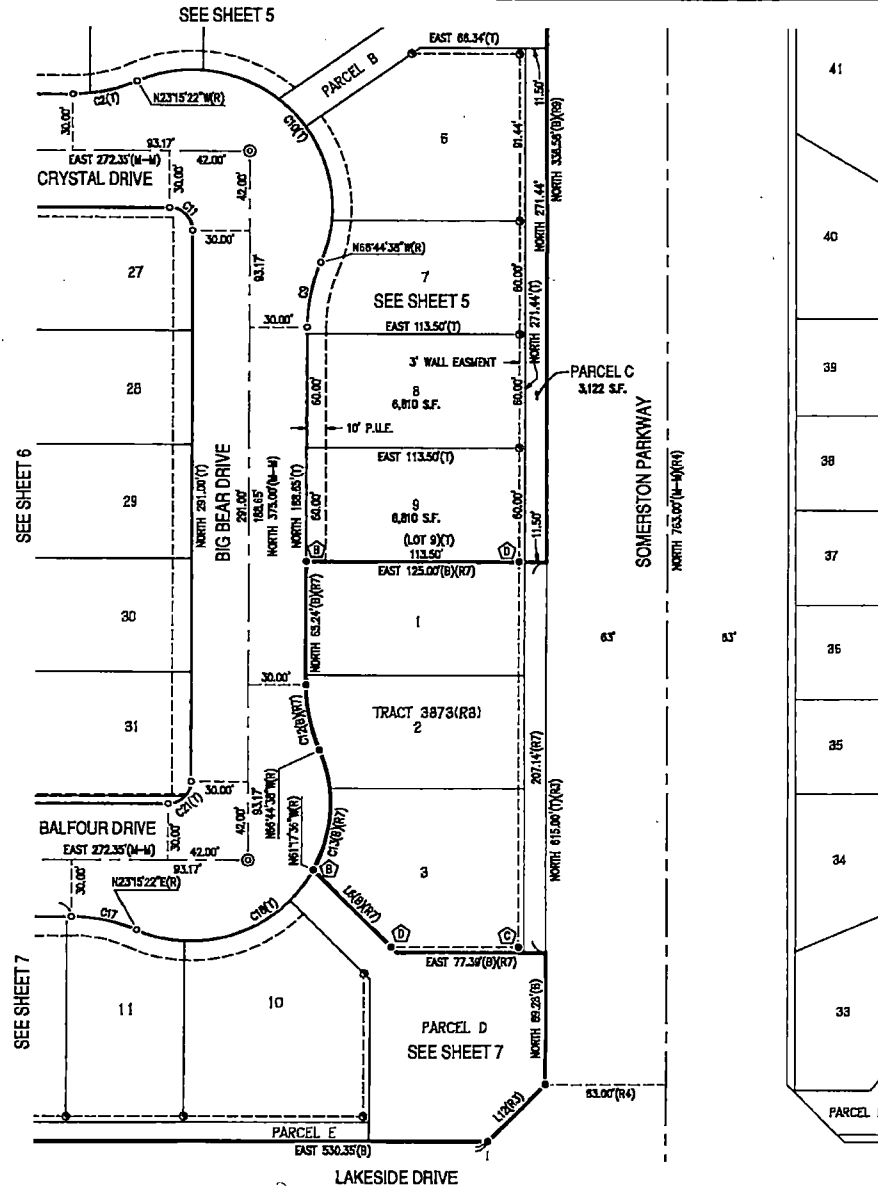


TRACT 3826  
 (42 MAP 67)

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 8 ONLY

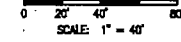
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°00'00"W	42.43'
L2	N54°51'30"E	73.99'
L3	N54°51'30"E	72.88'
L4	N45°00'00"W	33.30'
L5	N45°00'00"E	33.30'
L6	N44°57'04"W	61.68'
L7	N45°00'00"W	29.70'
L8	N45°00'00"W	33.30'
L9	N45°00'00"E	29.70'
L10	N45°00'00"E	33.30'
L11	N44°57'04"W	58.74'
L12	N45°00'00"E	12.02'
L13	N45°00'00"E	33.30'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	87.00'	54°42'00"	8.94'
C2	87.00'	23°15'22"	33.31'
C3	87.00'	17°28'02"	28.47'
C4	73.00'	27°41'45"	33.29'
C5	73.00'	33°57'40"	42.84'
C6	73.00'	15°56'12"	20.29'
C7	73.00'	41°10'07"	52.45'
C8	73.00'	18°04'38"	23.04'
C9	87.00'	23°15'22"	33.31'
C10	73.00'	138°50'45"	173.93'
C11	12.00'	90°00'00"	18.85'
C12	87.00'	23°15'22"	33.31'
C13	73.00'	51°57'45"	68.21'
C14	73.00'	15°55'05"	20.27'
C15	73.00'	48°00'17"	61.18'
C16	73.00'	20°37'35"	26.28'
C17	87.00'	23°15'22"	33.31'
C18	73.00'	138°50'45"	173.93'
C19	12.00'	48°11'23"	10.09'
C20	12.00'	41°48'37"	8.78'
C21	12.00'	90°00'00"	18.85'



## TRACT 3874 RIVER ISLANDS - PHASE 1B VILLAGE A3

A PORTION OF RANCHO EL PEÑASCO, BEING  
A SUBDIVISION OF PARCEL 1 OF TRACT 3827 (42 MAP 61)  
SAN JOAQUIN COUNTY RECORDS  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2018

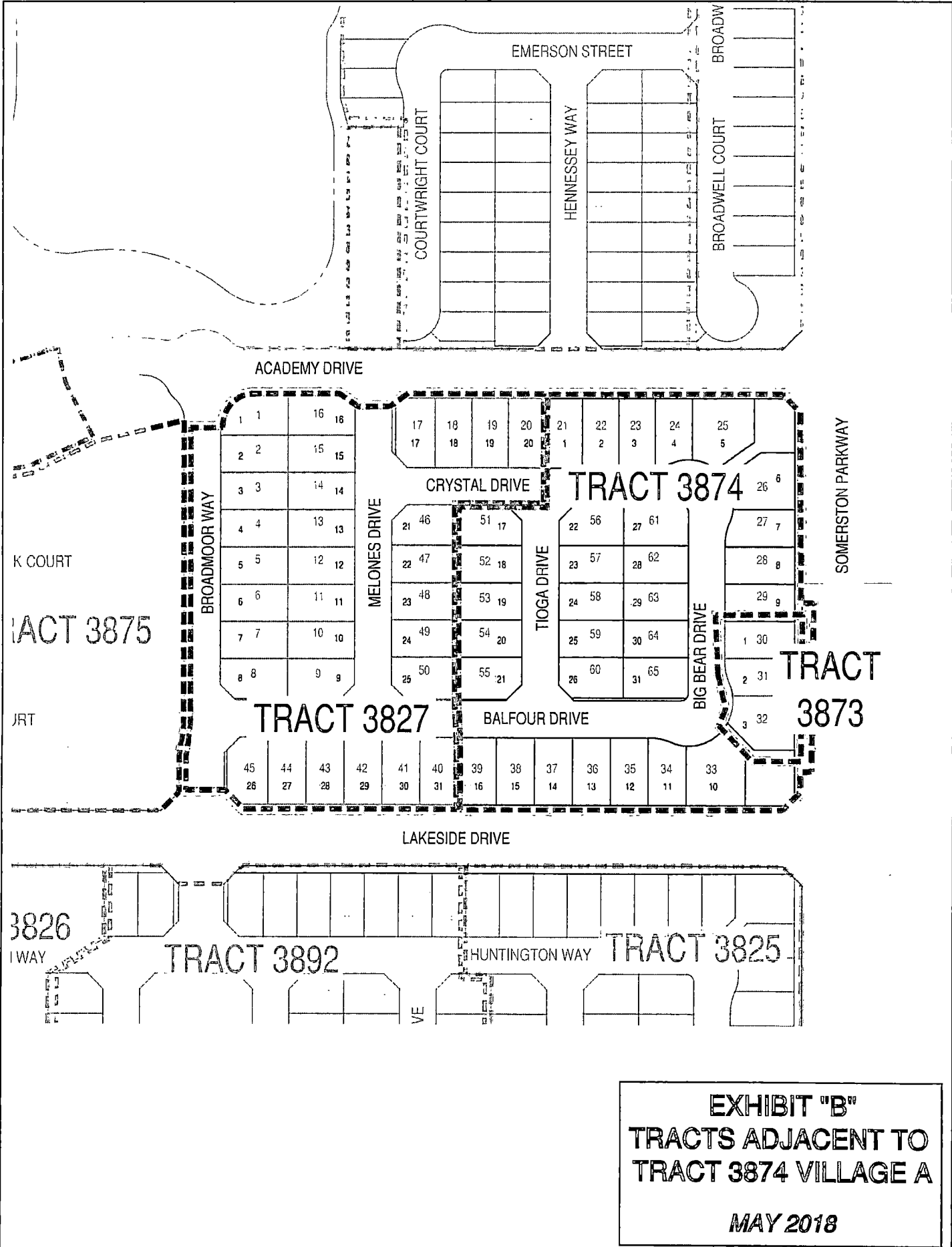


### NOTES

- SEE SHEET 5 FOR LEGEND
- 1.17" BRASS DISK STAMPED "PLS 7786" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- 3/8" REBAR WITH CAP "PLS 7786" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 FOR ADDITIONAL NOTES.
- SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
- SEE SHEET 8 FOR LINE AND CURVE TABLES.

**EXHIBIT B**

**ADJACENT TRACTS TO TRACT 3874**



**EXHIBIT "B"**  
**TRACTS ADJACENT TO**  
**TRACT 3874 VILLAGE A**  
**MAY 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2018

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).

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

**COVERAGES**      **CERTIFICATE NUMBER: W6006311**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 1,000,000 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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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: Final Map Tract No. 3874 - River Islands - Village A

The City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents are included as Additional Insureds as required by written contract on a Primary and Non-contributory basis with respect to the General Liability policy.

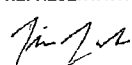
### CERTIFICATE HOLDER

### CANCELLATION

City of Lathrop  
390 Towne Centre Dr  
Lathrop, CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**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.**

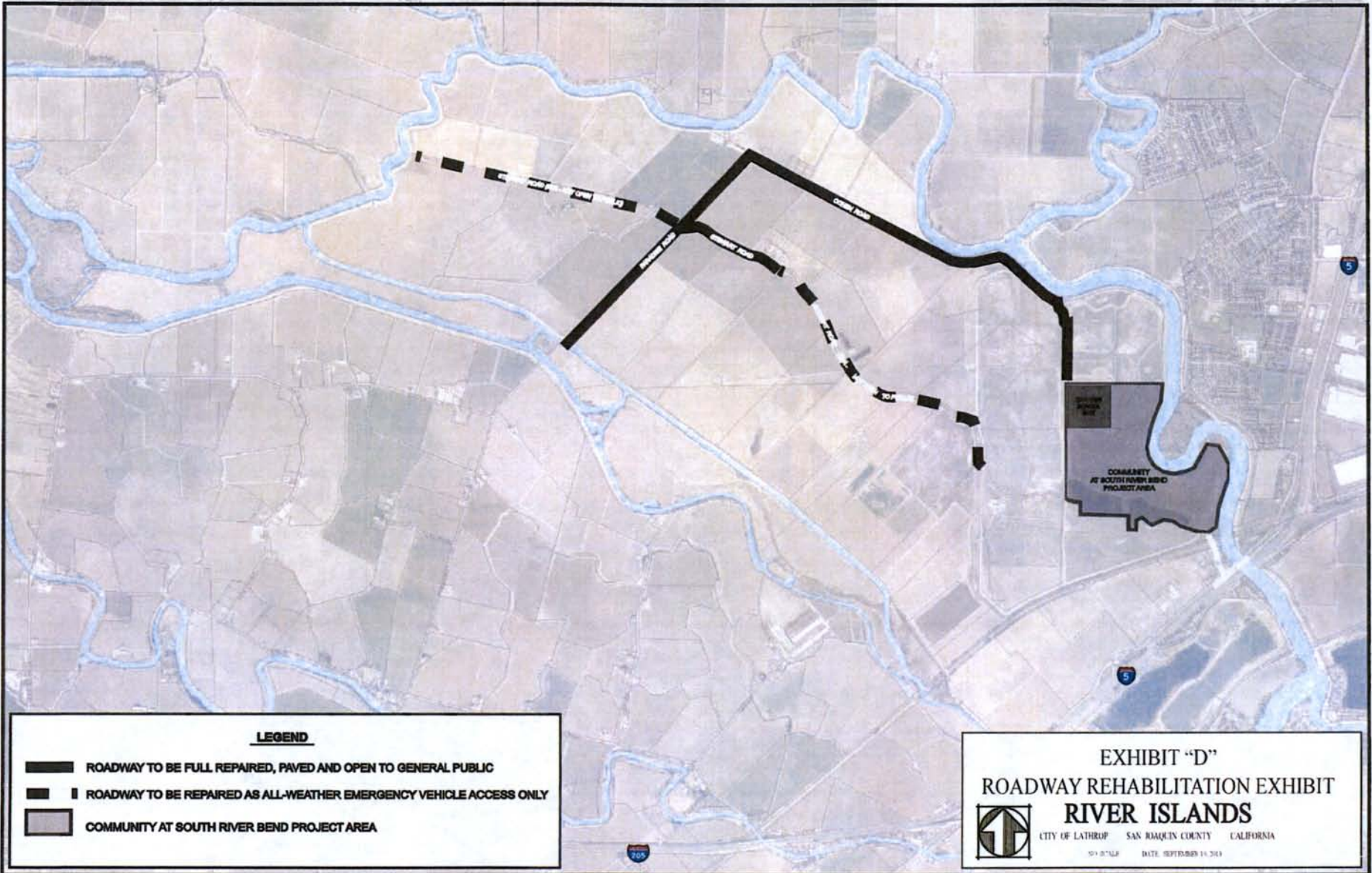
**SCHEDULE**

<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	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  
 101 071218 DATE: SEPTEMBER 14, 2011



**EXHIBIT E**

**UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE**

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

May 15, 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 3874; Escrow No. 1211042367**

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 May 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 December 31, 2018, 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 3874, executed and acknowledged by City. The document listed above is referred to as the "**Recordation Document**." The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

Copies should be sent via email to Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group ([cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net)), Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto: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 Document, 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.

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

C.1 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:

a. The amount of \$22,854.68, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop, as amended ("**Sierra Club Agreement**"), constituting the amount of \$3,076.00 multiplied by 7.43 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 times 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](mailto:sdelloso@riverislands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)), Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)), Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)) and Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

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

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

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and 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 Document and complete the Transaction.

**E. Closing Process and Priorities**

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

E.1. Date the Recordation Document to be recorded.

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

E.2. Record the Recordation Document 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@sigov.org](mailto:JMolina@sigov.org)) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Debbie Belmar, 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 Document, showing all recording information of the Recordation Document, and

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

**F. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

Very truly yours,

---

Susan Dell'Osso  
President  
River Islands Development, LLC

---

Stephen J. Salvatore  
City Manager  
City of Lathrop

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

**ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID and 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 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: \_\_\_\_\_

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**CITY MANAGER'S REPORT  
MAY 14, 2018, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3913 VILLAGE "O" WITHIN EAST VILLAGE OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3913 Village "O" within East Village, Totaling 24 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC**

---

**SUMMARY:**

On June 1, 2015, the City Council approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop, 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.

The City approved the first final map for Village "O" on January 23, 2017 (Tract 3836). This proposed Final Map Tract 3913 will be the third final map (of four total) within the Village "O" area. Van Daele Homes, an existing River Islands builder is currently developing the Summer House, Castaway and Latitude neighborhoods is proposing twenty-four (24) 42' x 85' single-family lots. Tract 3913 is part of the Latitude neighborhood. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map 3913 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 3913 as proposed by River Islands Development, LLC ("River Islands"), as the subdivider, complies with the most current conditions of approval.

The land for Tract 3913 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 Latitude product within Village O (Tract 3913).

**CITY MANAGER'S REPORT** **Page 2**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3913 VILLAGE "O", TOTALING 24 SINGLE FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3913 requires that security (cash or bonds) are posted to guarantee unfinished infrastructure within Village "O."

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3913 will not trigger any additional off-site improvements, and the Off-site Agreement will apply to Tract 3913 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

All in-tract improvements, except for Somerston Parkway, have been completed, other than thermoplastic striping. With the approval of the first final map within Village "O" (Tract 3836), River Islands posted performance bonds for the unfinished improvements within all of Village "O" including Tract 3913. As a result, the SIA for Tract 3913 reaffirms the posting of performance and labor and materials bonds first required by the SIA for Tract 3836. 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 3913 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 substantially completed the street and utility improvements within the entirety of Village "O" which includes associated tracts and will have the improvements completed prior to the issuance of the first production home building final permit in Tract 3913. Prior to acceptance of public improvements within Tract 3913, Village "O" the posted security for 120% of the estimated cost to complete the unfinished improvements and previous bonds posted with Tract 3836 remain in full force and effect. River Islands shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. Prior to acceptance of these improvements, River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3913.

This includes the following documents and fees:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement Tract 3913	Completed



**CITY MANAGER'S REPORT** **Page 3**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3913 VILLAGE "O", TOTALING 24 SINGLE FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3836	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3836	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 <sup>rd</sup> Amendment to Development Agreement that guarantees the 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
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

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 3913 have already been completed; including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

**CITY MANAGER'S REPORT** **Page 4**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3913 VILLAGE "O", TOTALING 24 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:**

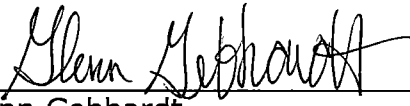
There is no budget impact to the City. Development covers all City costs fees and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. River Islands is also providing funds necessary to defray any staff time required to process their request.

**ATTACHMENTS:**

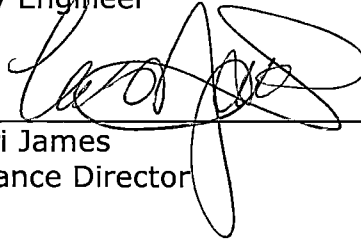
- A. Resolution Approving Final Map for Tract 3913 Village "O" within East Village District, Totaling 24 Single Family Lots and Subdivision Improvement Agreement with River Islands Development, LLC
- B. Tract 3913 Village "O" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands (East Village District) River Islands Development, LLC, a California Limited Liability Company, for Tract 3913, Village "O"
- D. Escrow Instructions for Final Map Tract 3913 Village "O"

**CITY MANAGER'S REPORT**  
**MAY 14, 2018, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3913 VILLAGE "O", TOTALING 24 SINGLE FAMILY**  
**LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

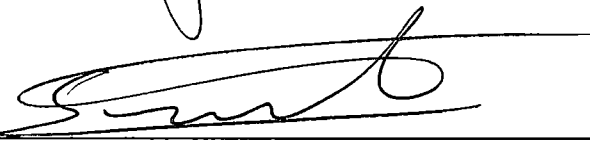
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


4/30/18  
Date

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

5/1/18  
Date

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

4-30-18  
Date

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

5-7-18  
Date

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A FINAL MAP FOR TRACT 3913 IN VILLAGE "O," TOTALING  
24 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 3913, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 24 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 Tract 3913, the Stewart Tract Design Review Committee recommended approval of Tract 3913 on September 1, 2016; and

**WHEREAS**, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3913, 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 3913 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 3913 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 3913; and

**WHEREAS**, Capital Facilities Fees are not required until 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 3913 Village "O" 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 May 14, 2018 staff report, the file executed copy will be filed with the City Clerk.

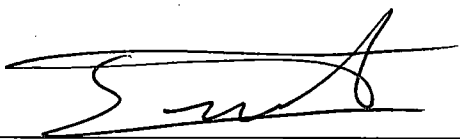
**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14th day of May 2018, by the following vote:

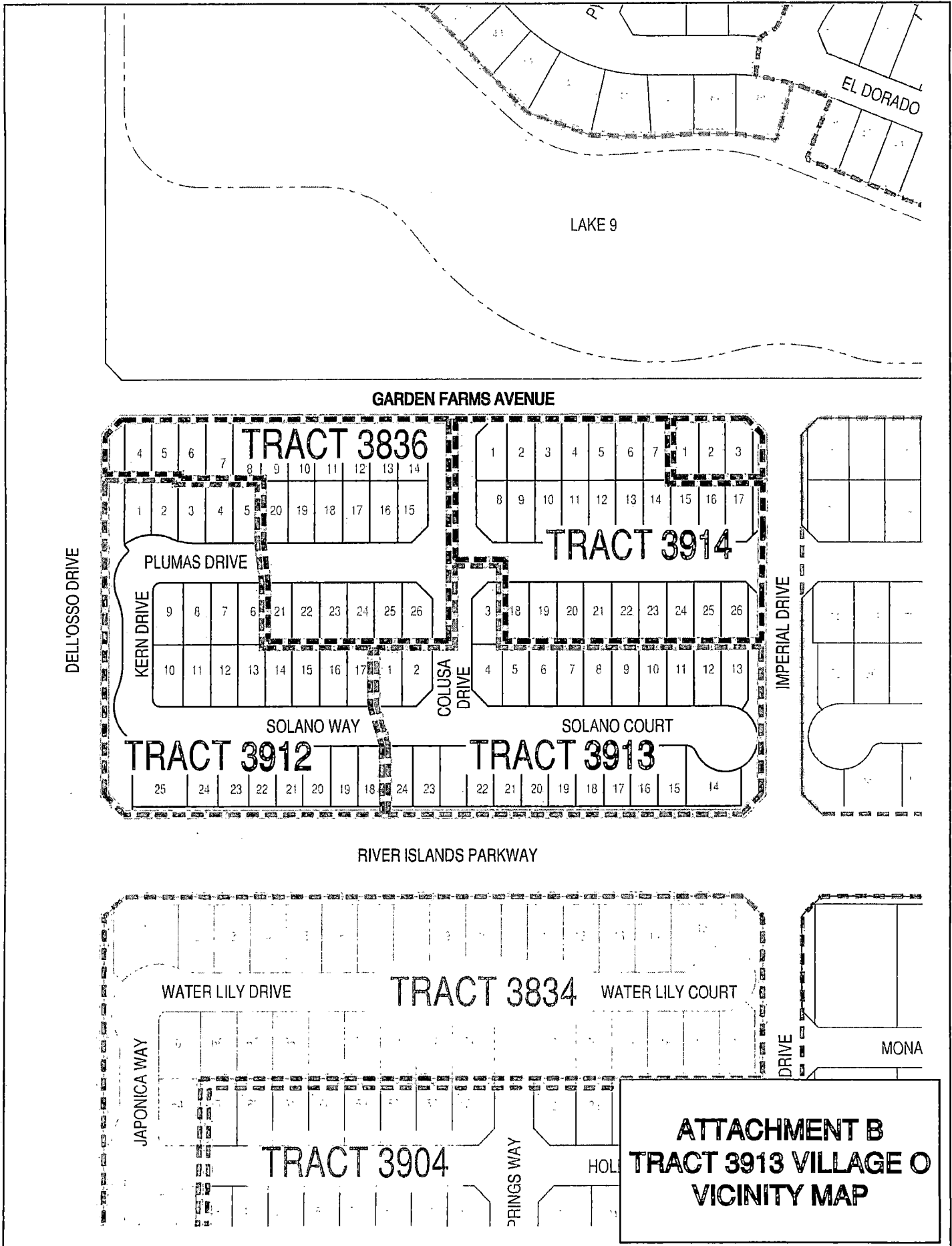
AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

**ATTEST:**

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

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



**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS DEVELOPMENT, LLC,**  
**A CALIFORNIA LIMITED LIABILITY COMPANY, FOR**  
**24 RESIDENTIAL LOTS IN TRACT 3913 VILLAGE "O"**

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**RECITALS**

A. This Agreement is made and entered into this **14<sup>th</sup> day of May 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. 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 initial public right of way access to Tract 3873, as well as other tracts within the Community at South River Bend neighborhood which connects to the East Village neighborhood.

C. 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 3913. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 3913 and the adjacent Tracts of 3836, 3912 and 3914 as part of the Village "O" area of the East Village District of River Islands. The unfinished portion of improvements totals \$546,700.00 and both performance and labor and materials (payment) bonds as required by the Lathrop Subdivision Ordinance and the Subdivision Map Act were posted with the approval of Tract 3836 and will be required to be held by City as outlined in this Tract 3913 Subdivision Improvement Agreement.

D. 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 3913, along with proposed access easements and all-weather roads associated with Tract 3913 on an interim basis. Tract 3913 Final Map shall dedicate those roads not dedicated with previous tracts in the East Village District and not covered by the Irrevocable Offer of Dedication for Easement for Roadway Purposes for streets serving as access to Tract 3873.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3913, and as noted in Recital C, performance and payment bonds were posted with the approval of Tract 3836 for the unfinished portion of these improvements, along with other required infrastructure for Tracts 3836, 3912, 3913 and 3914. Improvement plans and street light plans prepared by O'Dell Engineering, Inc., have already been approved by City. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") have been only partially constructed as part of the required infrastructure for Tract 3913 and adjacent Tracts 3836, 3912 and 3914. This SIA for Tract 3913 reaffirms the security already posted and provided with Tract 3836, which will stay in full force and effect unless substituted with different security approved by the City Engineer as outlined in this Tract 3913 SIA.

---

**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 the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the first home constructed in Tract 3913 that is conveyed to a private interest not associated with the transfer of title of Tract 3913 associated with the filing of Tract 3913 or prior to the completion and occupancy of the first production dwelling unit associated with Tract 3913, 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. As was required with the approval of Tract 3836 and reiterated and required by this Subdivision Improvement Agreement for Tract 3913, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$324,600 equal to 10% of the estimated cost of the Improvements for the entire area (\$3,246,000), 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. SUBDIVIDER may also substitute the required security as described above at the City Engineer's discretion.

7. Because some of the backbone improvements referenced in Recital D were required to provide access and required utilities to Tract 3913 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 D, 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:

a. 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 3913 and adjacent tracts as included and described in Exhibit E of this Agreement. The amount of the performance bond previously posted with the approval of Tract 3836 is equal to 120% of the amount of unfinished and deferred improvements as shown in Exhibit E ( $\$546,700 \times 120\% = \$656,040$  – performance bond amount) as indicated in Recital C. The corresponding labor and materials bond posted equals 50% of the performance bond amount ( $\$656,040 \times 50\% = \$328,020$ ) also as indicated in Recital C. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein. The security previously posted with Tract 3836 shall remain with CITY as required by this Agreement. As stated in paragraph 6 of this Agreement, the required security may be substituted by SUBDIVIDER at the discretion of the City Engineer.

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 3913.

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 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 3913  
EXHIBIT B: ADJACENT TRACTS TO TRACT 3913  
EXHIBIT C: CITY INSURANCE REQUIREMENTS  
EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP  
EXHIBIT E: UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE
-

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this  
\_\_\_\_ day of May 2018, at Lathrop, California.**

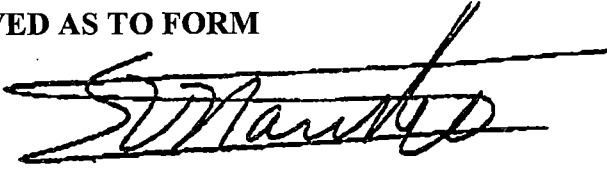
**ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California**

**CITY OF LATHROP, a  
municipal corporation of the  
State of California**

BY: \_\_\_\_\_  
Teresa Vargas  
City Clerk

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

**APPROVED AS TO FORM**

BY:   
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

**River Islands Development, LLC,  
a California limited liability company**

BY: \_\_\_\_\_  
Susan Dell'Osso  
President  
"SUBDIVIDER"

**EXHIBIT A**

**FINAL MAP - TRACT 3913**

**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 3913, RIVER ISLANDS, PHASE 1B, VILLAGE O", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS SOLANO COURT AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A, B AND D, FOR OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES, 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 C FOR PARK PURPOSES, INCLUDING PUBLIC UTILITIES, DOMESTIC WATERLINE FACILITIES, AND SANITARY SEWER FACILITIES, 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 2, 3, 4 AND 13, ALONG THE LOT LINE AS INDICATED BY THE SYMBOL // as shown on this final map.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 FOR FUTURE DEVELOPMENT.

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

BY: NAME: SUSAN DELL'OSSO DATE \_\_\_\_\_  
ITS: PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

BY: NAME: \_\_\_\_\_  
ITS: \_\_\_\_\_

**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 \_\_\_\_\_, 2018, 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: \_\_\_\_\_

**TRACT 3913  
RIVER ISLANDS - PHASE 1B  
VILLAGE O**

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (43 M&P 19)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
APRIL 2018



**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 3913, RIVER ISLANDS, PHASE 1B, VILLAGE O", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT 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 ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, PARCELS A THROUGH D, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 2, 3, 4 AND 13, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, AND REJECTED THE OFFER OF DEDICATION OF ALL ROADWAYS AS SHOWN ON SAID MAP UNTIL THEIR IMPROVEMENTS HAVE BEEN 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 LATHROP AND FILED IN MY OFFICE.

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

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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

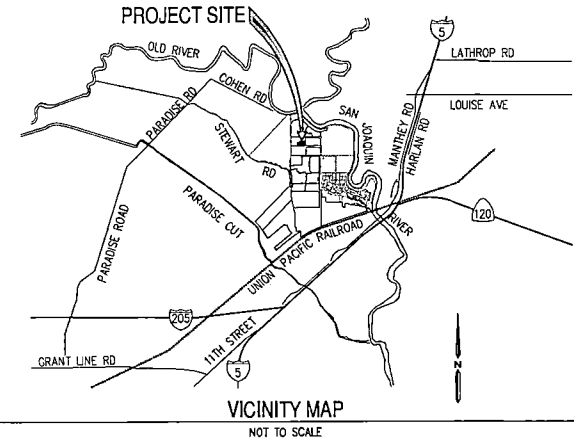
STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2018, 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: \_\_\_\_\_



**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 \_\_\_\_\_, 2018.

REBECCA SCHMIDT, COMMUNITY DEVELOPMENT 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 3913, RIVER ISLANDS, PHASE 1B, VILLAGE O", 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 \_\_\_\_\_, 2018.

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



**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SEE: \$ \_\_\_\_\_

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

BY: ASSISTANT/DEPUTY RECORDER

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



**EXHIBIT E**  
**UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE**

**TRACT 3913**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGE O**

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (43 MAP 19)  
 CITY OF LATHROP, SAN JACOB COUNTY, CALIFORNIA  
 MARCH 2018



**NOTES**

- RIGHT TO FARM STATEMENT:**  
 PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURSHARD OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, ROBERTS 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 ENGED, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2577, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 3913, RIVER ISLANDS, PHASE 1B, VILLAGE O", CONTAINS 24 RESIDENTIAL LOTS, AND 4 LETTERED PARCELS, CONTAINING 3.19 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP; AND PARCEL 1 CONTAINING 0.65 ACRE, MORE OR LESS, ALL AS SHOWN ON SAID MAP HEREON. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW).

TRACT 3913 AREA SUMMARY	
LOTS 1 THROUGH 24	2.21 AC±
STREET DEDICATION	0.63 AC±
PARCELS A THROUGH D	0.35 AC±
PARCEL 1; RESERVED FOR FUTURE DEVELOPMENT	0.65 AC±
<b>TOTAL</b>	<b>4.04 AC±</b>

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1211048662-KS (VERSION 1), DATED MARCH 22, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

**CITY SURVEYOR'S STATEMENT**

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3913, RIVER ISLANDS, PHASE 1B, VILLAGE O", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

LAWRENCE GOSSETT, P.E. 31605



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4, ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°00'00"E	35.36'
L2	N45°00'00"W	35.36'
L3	N45°00'00"E	42.43'
L4	NORTH	104.00'
L5	EAST	157.00'
L6	NORTH	80.00'
L7	N45°00'00"W	35.36'
L8	NORTH	88.00'
L9	N45°00'00"E	35.35'
L10	EAST	85.00'
L11	NORTH	94.00'
L12	EAST	80.00'
L13	EAST	83.00'
L14	EAST	351.70'
L15	EAST	644.80'
L16	EAST	412.00'
L17	EAST	675.00'
L18	NORTH	250.00'
L19	NORTH	480.00'
L20	NORTH	445.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	NORTH	248.00'
L22	EAST	508.00'
L23	NORTH	248.00'
L24	EAST	480.00'
L25	NORTH	248.00'
L26	EAST	480.00'
L27	NORTH	248.00'
L28	NORTH	785.00'
L29	EAST	570.00'
L30	EAST	508.00'
L31	EAST	534.00'
L32	EAST	555.30'
L33	N45°00'00"W	35.36'
L34	NORTH	138.00'
L35	NORTH	683.00'

**SIGNATURE OMISSIONS**

FURSLANT TO SECTION 88436 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 2001-048177, S.L.C.R.
- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3636 (42 MAP 04), S.J.C.R.

**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, 2021, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

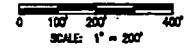
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

DYLAN CRAWFORD, P.L.S. NO 7768



# TRACT 3913 RIVER ISLANDS - PHASE 1B VILLAGE O

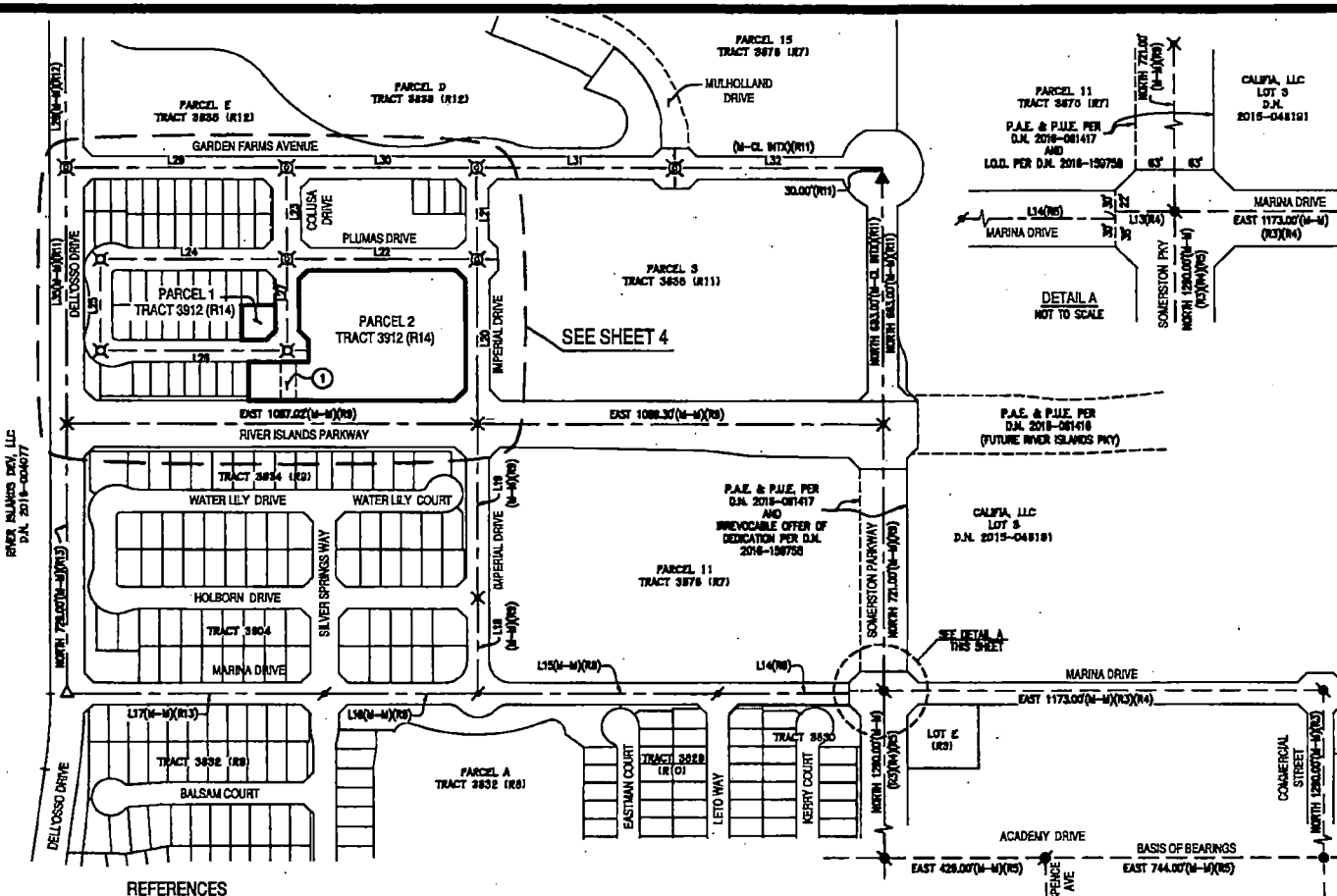
A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (43 MAP 18)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2016



BOUNDARY SHEET

### LEGEND

- ⊙ FOUND MONUMENT STAMPED "PLS 7705" PER (R1)
- ⊙ FOUND MONUMENT STAMPED "PLS 7705" PER (R5)
- ⊙ MONUMENT TO BE SET PER (R11)
- ⊙ MONUMENT TO BE SET PER (R9)
- ⊙ MONUMENT TO BE SET PER (R8)
- ⊙ MONUMENT TO BE SET PER (R14)
- ⊙ 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7705" TO BE SET PER (R1) OR (R4), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ MONUMENT TO BE SET PER (R3)
- ⊙ MONUMENT TO BE SET PER (R13)
- ⊙ MONUMENT TO BE SET PER (R11)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON THIS SHEET
- (R-M) MONUMENT TO MONUMENT
- (M-CL INTD) MONUMENT TO CENTERLINE INTERSECTION
- (R) RASIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- D.M. CENTERLINE
- P.U.E. DOCUMENT NUMBER
- ⊙ PUBLIC UTILITY EASEMENT
- ⊙ EASEMENT REFERENCE NUMBER



### 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 2005-171294, S.I.C.R. (35 SURVEYS 142)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS D.M. 2015-048183, S.I.C.R.
- (R3) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 43 OF MAPS AND PLATS, PAGE 4, S.I.C.R. (42 MAP 4)
- (R4) TRACT 3798, FILED FEBRUARY 27, 2015, IN BOOK 43 OF MAPS AND PLATS, PAGE 30, S.I.C.R. (42 MAP 30)
- (R5) TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 38, S.I.C.R. (42 MAP 38)
- (R6) GRANT DEED RECORDED MARCH 30, 2004, AS D.M. 2004-048177, S.I.C.R.
- (R7) TRACT 3876, FILED MARCH 31, 2014, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.I.C.R. (42 MAP 84)
- (R8) TRACT 3832, FILED AUGUST 24, 2014, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.I.C.R. (42 MAP 84)
- (R9) TRACT 3834, FILED DECEMBER 21, 2014, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.I.C.R. (42 MAP 72)
- (R10) TRACT 3828, FILED DECEMBER 21, 2014, IN BOOK 42 OF MAPS AND PLATS, PAGE 71, S.I.C.R. (42 MAP 71)
- (R11) TRACT 3838, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.I.C.R. (42 MAP 84)
- (R12) TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.I.C.R. (43 MAP 12)
- (R13) TRACT 3885, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.I.C.R. (42 MAP 86)
- (R14) TRACT 3912, FILED FEBRUARY 7, 2016, IN BOOK 43 OF MAPS AND PLATS, PAGE 18, S.I.C.R. (43 MAP 18)

### 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 38, OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (2006 3, MAP85). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

### EASEMENTS

- ① PUBLIC UTILITY EASEMENT PER TRACT 3838 (R11)

### NOTES

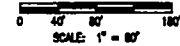
- 1. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLE OF COURSES SHOWN ON SHEETS 3 AND 4 ONLY.

# TRACT 3913

## RIVER ISLANDS - PHASE 1B

### VILLAGE O

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (AS MAP 18)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
MARCH 2010



### BOUNDARY SHEET

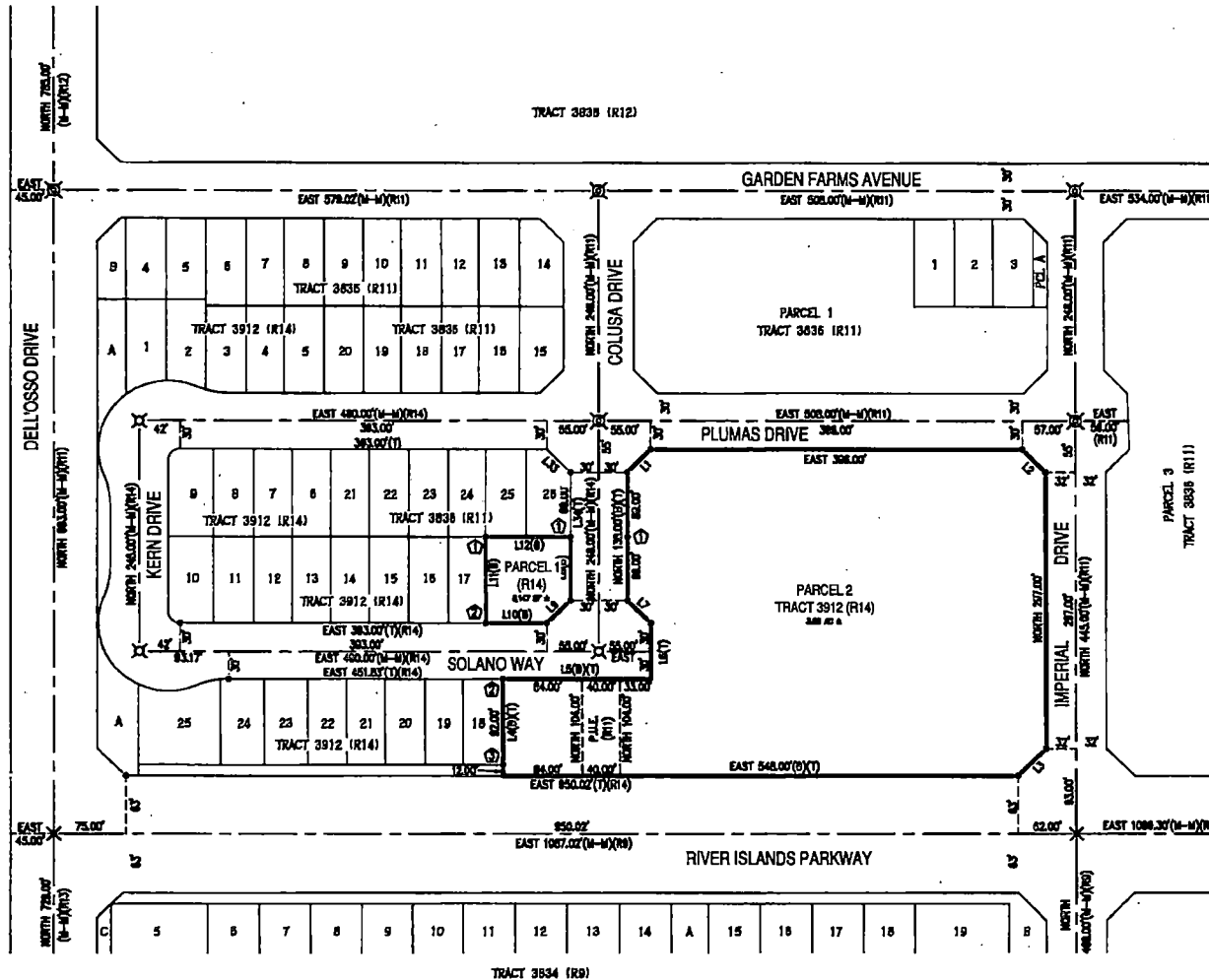
#### LEGEND

- ⊘ MONUMENT TO BE SET PER (R0)
- ⊗ MONUMENT TO BE SET PER (R0)
- ⊙ MONUMENT TO BE SET PER (R1)
- ⊗ MONUMENT TO BE SET PER (R1)
- ⊙ MONUMENT TO BE SET PER (R14)
- ⊗ 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7708" TO BE SET PER (R1) OR (R14), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R0)
- (R0) DENOTES REFERENCE (R0) - SEE REFERENCE LIST ON SHEET 3
- (R1-R4) MONUMENT TO MONUMENT
- (B-S) MONUMENT TO BOUNDARY
- (T) TOTAL
- (B) BOUNDARY
- D.M. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- AC ACRES
- SF SQUARE FEET
- LOT LINE OR RIGHT-OF-WAY LINE
- BOUNDARY LINE
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- ⊙ DENOTES 6/8" NEELAR WITH CAP "PLS 7708" PER (R1)
- ⊗ DENOTES 1.17" BRASS DISK STAMPED "PLS 7708", BEING A WITNESS CORNER ON 1.00' OFFSET PER (R14)
- ⊙ DENOTES 3/4" IRON PIPE, BEING A WITNESS CORNER ON A 3.00 FOOT OFFSET, TAGGED "PLS 7708" PER (R14)

#### NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES, AND FOR THE LINE TABLE AND CURVE TABLES OF CURVES SHOWN ON SHEETS 3 AND 4, ONLY.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, DOCUMENT AND EASEMENT REFERENCES.

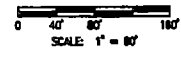
SHEET 4 OF 7



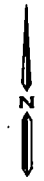
RIVER ISLANDS DEV., LLC  
D.M. 2010-004017

**TRACT 3913**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGE O**

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (AS MAP 18)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2018

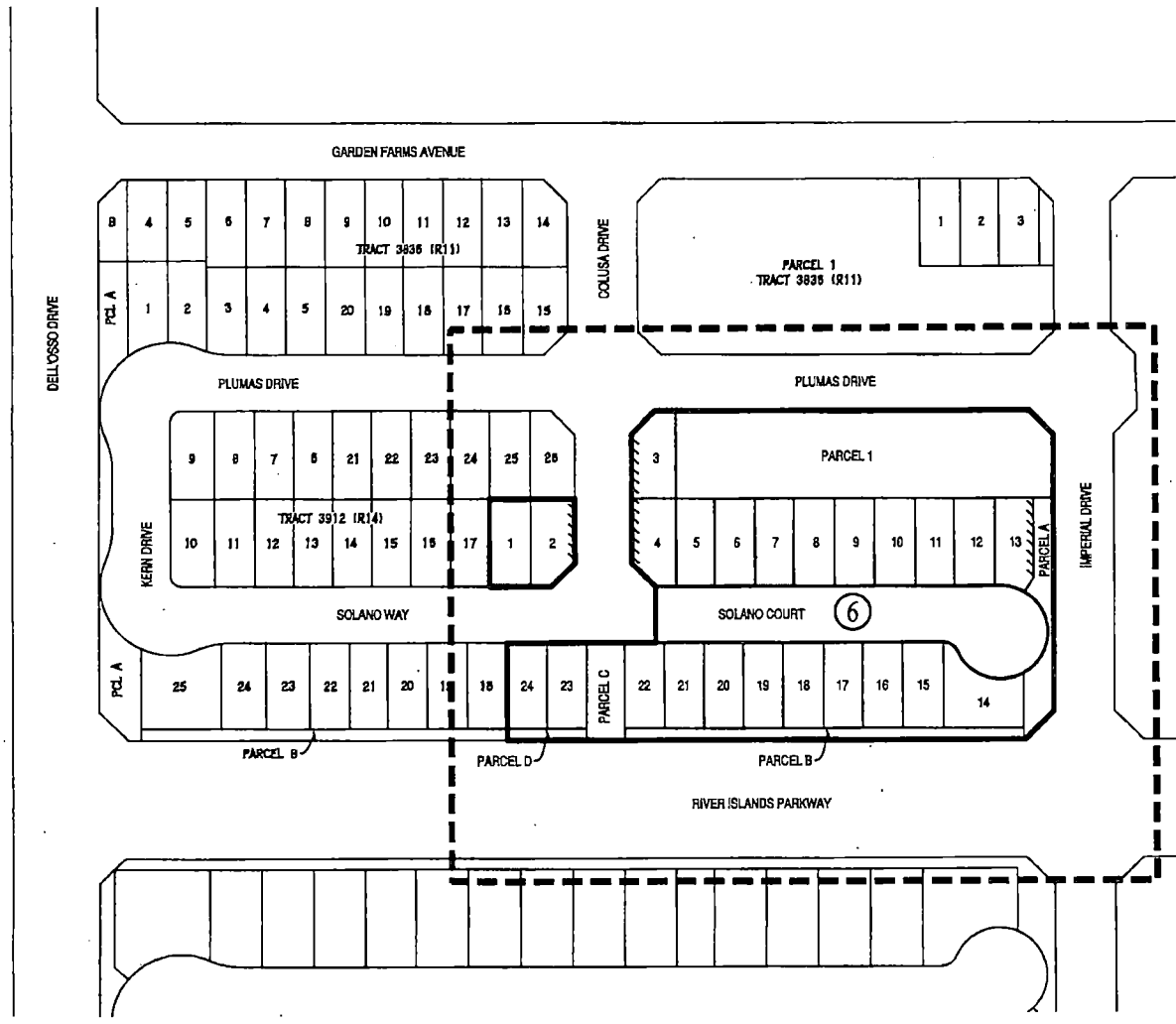


SHEET INDEX



**LEGEND**

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



- NOTES**
1. 1/4" BRASS DISK STAMPED "T.S. 7787" TO BE SET ON CONCRETE SIDEWALK LOW ON THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES ON AS NOTED.
  2. 3/8" REBAR WITH CAP "T.S. 7787" TO BE SET AT ALL NEAR LOT CORNERS, UNLESS OTHERWISE NOTED.
  3. SEE SHEET 2 FOR ADDITIONAL NOTES.
  4. SEE SHEET 3 FOR EXISTING EASEMENTS, DASH OF BEAMWAYS, AND REVISIONS.
  5. SEE SHEET 7 FOR LINE AND CURVE TABLES FOR CURVES SHOWN ON SHEETS 6 AND 7 ONLY.

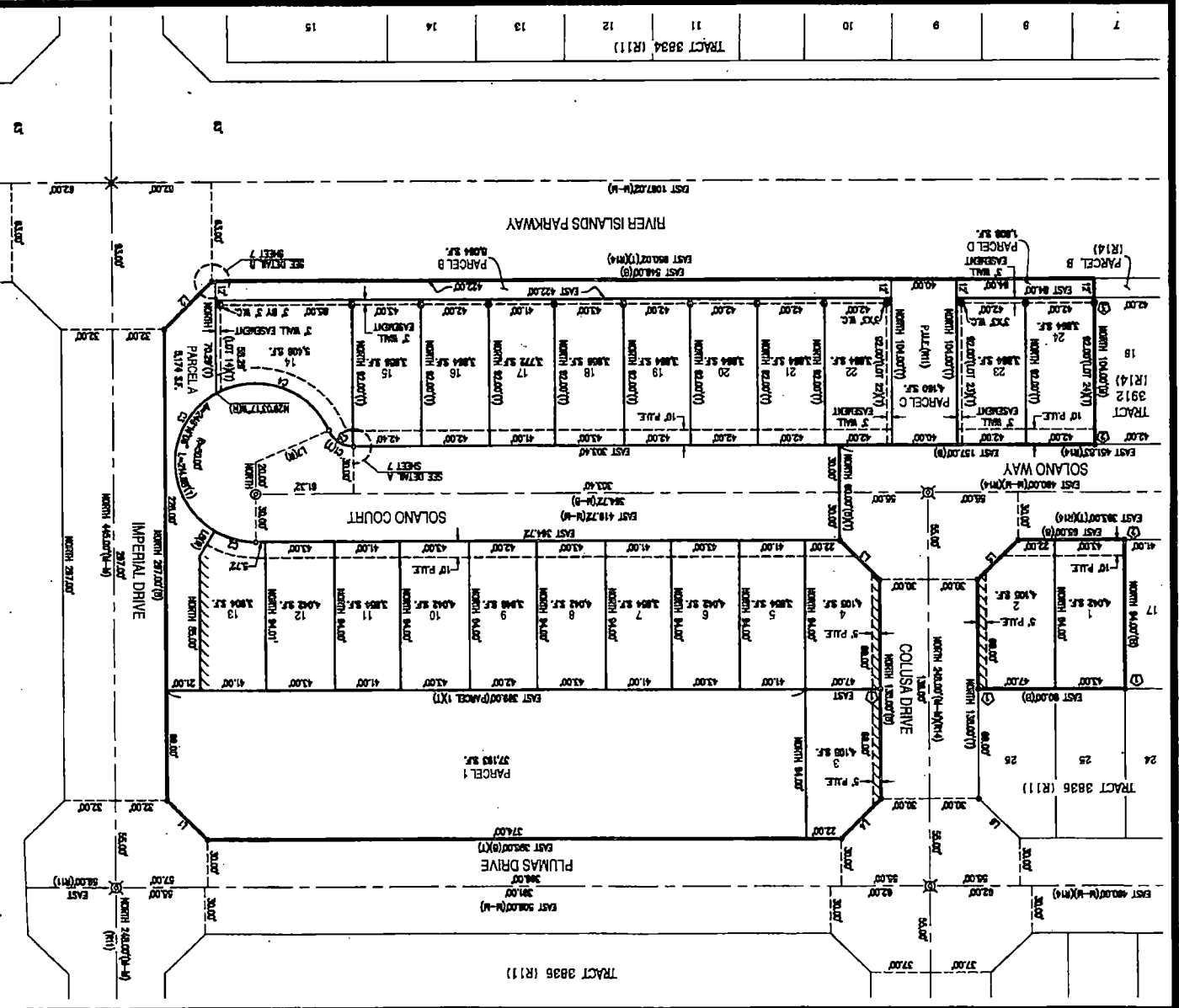
- LEGEND**
- ① SET STANDARD CITY OF LAMHOP MONUMENT WELL STAMPED "T.S. 7787"
  - ② SET 3/8" IRON PIPE W/ PLASTIC FILL TO BE SET PER "T.S. 7787"
  - ③ MONUMENT TO BE SET PER (M1)
  - ④ MONUMENT TO BE SET PER (M2)
  - ⑤ 3/4" IRON PIPE W/ PLASTIC FILL TO BE SET PER (M1)
  - ⑥ OR (M2), RESPECTIVELY, UNLESS OTHERWISE NOTED.
  - ⑦ SET 3.00" WIRELESS CORNER (W.C.), UNLESS OTHERWISE NOTED, REASSEMBLED ALONG LOT LINE, PERPENDICULAR TO STREET CENTERLINE.
  - ⑧ AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC FILL TO BE SET PER (M1)
  - ⑨ 20.00' (M) MEASURED AND RECORD DATA PER REFERENCE (M)
  - ⑩ (M) DENOTES REFERENCE (M) - SEE REFERENCE LIST ON SHEET 3
  - ⑪ (M) MONUMENT TO MONUMENT
  - ⑫ (M) MONUMENT TO BOUNDARY
  - ⑬ (M) TOTAL
  - ⑭ PUBLIC UTILITY EASEMENT
  - ⑮ 3/8" BRASS DISK STAMPED "T.S. 7787", BEING A WIRELESS CORNER ON LOT CORNER PER (M4)
  - ⑯ 3/4" IRON PIPE WITH CAP "T.S. 7787" PER (M1)
  - ⑰ 3/8" IRON PIPE WITH CAP "T.S. 7787" PER (M4)
  - ⑱ OFFSET, THAGED "T.S. 7787" PER (M4)
  - ⑲ LOT LINE
  - ⑳ RIGHT-OF-WAY LINE
  - ㉑ BOUNDARY LINE
  - ㉒ EASEMENT LINE
  - ㉓ MONUMENT LINE
  - ㉔ CENTERLINE
  - ㉕ RESTRICTED ACCESS

**TRACT 3913**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGE O**

A PORTION OF PARCELS 1 & 2 OF TRACT 3913 (AS MAP 10) CITY OF LAMHOP, SAN JOAQUIN COUNTY, CALIFORNIA  
 MARCH 2016

**ODELL ENGINEERING**

SCALE: 1" = 40'



**TRACT 3913**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGE O**

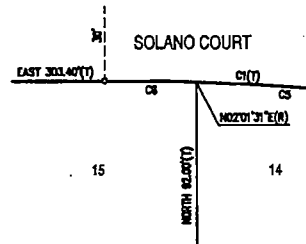
A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1 & 2 OF TRACT 3912 (43 MAP 18)  
 CITY OF LATHROP, SAN JEAQUIN COUNTY, CALIFORNIA  
 MARCH 2010



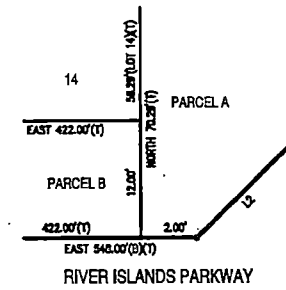
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 6 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N45°00'00"W	35.36'
L2	N45°00'00"E	42.43'
L3	N45°00'00"W	35.36'
L4	N45°00'00"E	35.36'
L5	N45°00'00"E	35.36'
L6	N45°00'00"W	35.36'
L7	N89°14'08"E	50.00'
L8	N30°32'32"E	18.74'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	17.00'	86°14'08"	18.65'
C2	50.00'	30°52'32"	28.85'
C3	50.00'	120°03'31"	104.78'
C4	50.00'	85°17'24"	53.16'
C5	17.00'	64°12'31"	18.05'
C6	17.00'	2°01'35"	0.60'



DETAIL A  
 NOT TO SCALE  
 (FROM SHEET 6)

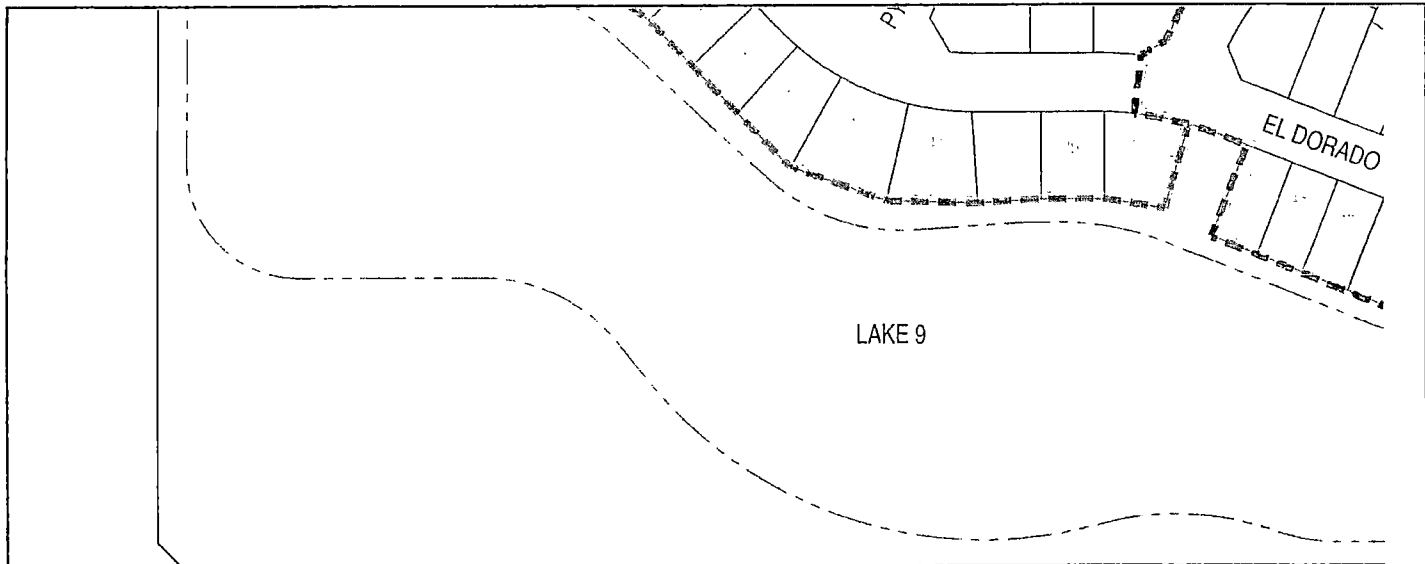


DETAIL B  
 NOT TO SCALE  
 (FROM SHEET 6)

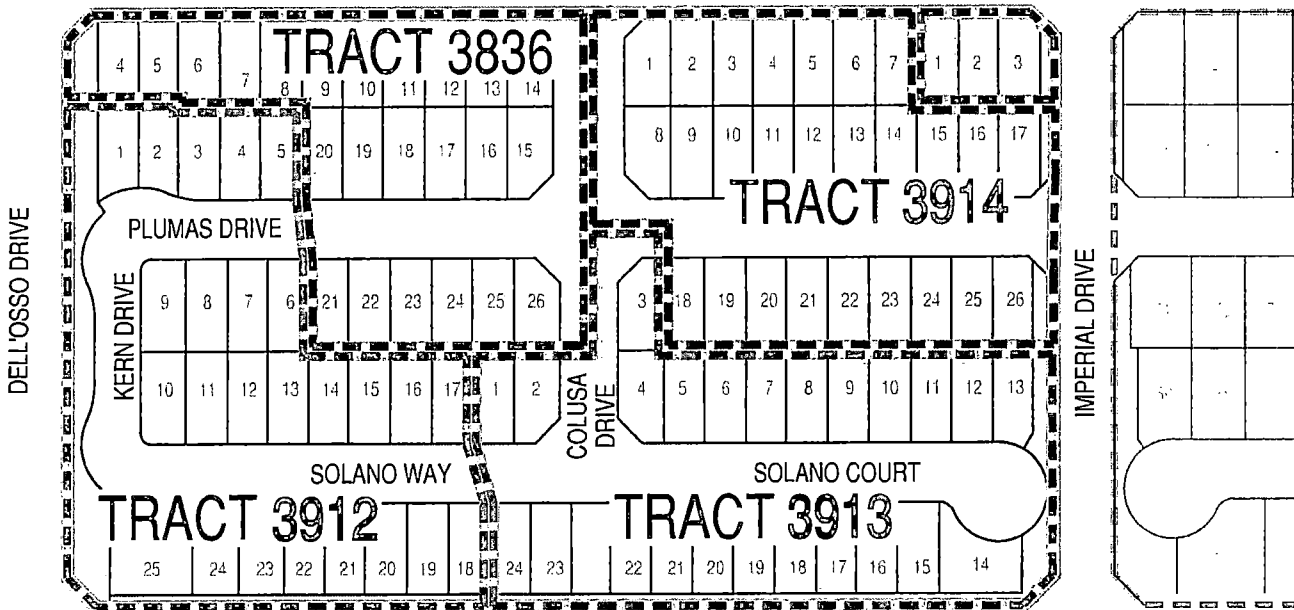
**EXHIBIT B**

**ADJACENT TRACTS TO TRACT 3913**

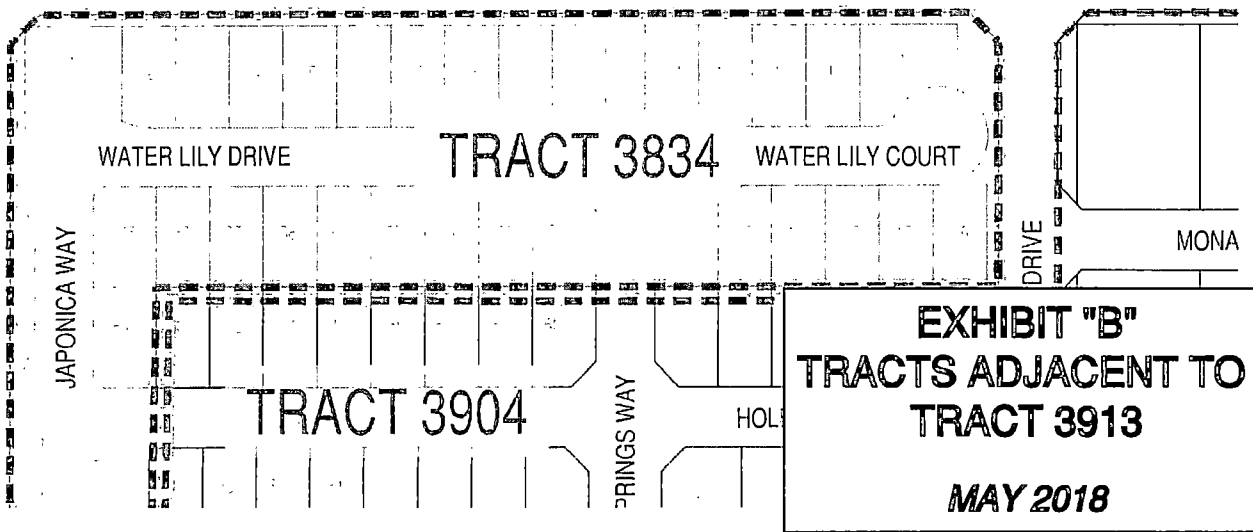




**GARDEN FARMS AVENUE**



**RIVER ISLANDS PARKWAY**



**EXHIBIT "B"**  
**TRACTS ADJACENT TO**  
**TRACT 3913**

**MAY 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2018

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).

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

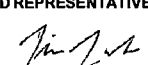
**COVERAGES**      **CERTIFICATE NUMBER:** W5917266      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ 1,000,000
		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					
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Final Map Tract No. 3913 -Village O

The City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents are included as Additional Insureds as required by written contract on a Primary and Non-contributory basis with respect to the General Liability policy.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – 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**

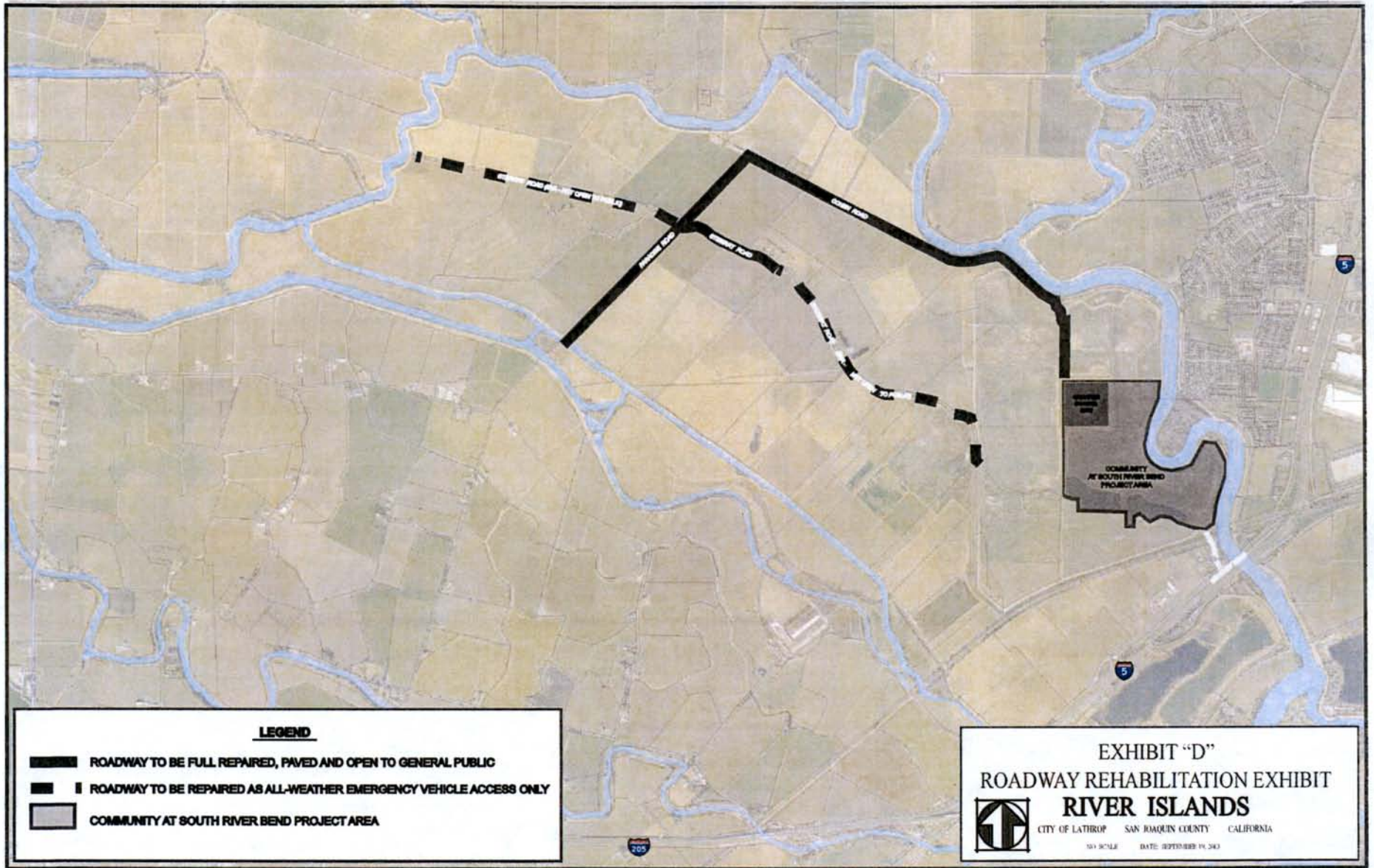
<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

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  
 NO SCALE DATE: SEPTEMBER 14, 2003



**EXHIBIT E**  
**UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE**

ENGINEER'S BOND ESTIMATE  
 COST TO COMPLETE  
 RIVER ISLANDS - PHASE 1B  
 TRACT 3836 (101 LOTS)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 6, 2017  
 Job No.: 25502-15

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer, Storm Drain, Water Testing & Raising Iron (95% Completion)	1	LS	\$ 44,200.00	\$ 44,200.00
2	Fine Grade, Rock & AC Paving (68% Completion)	1	LS	\$ 237,200.00	\$ 237,200.00
3	Joint Trench (52% Completion)	1	LS	\$ 265,300.00	\$ 265,300.00
TOTAL COST TO COMPLETE					\$ 546,700.00

Notes:

- 1) Estimate for cost to complete based on cost to complete summary sheet and backup documents from Mozingo Construction, Teichert Construction & Moreno Trenching for Tract 3836.

**EXHIBIT A  
SCOPE OF WORK AND GENERAL CONDITIONS**

CONTRACTOR: Mozingo Construction, Inc.  
 CONTRACT NUMBER: 2016-260  
 PROJECT NAME: River Islands at Lathrop  
 PROJECT ADDRESS: 73 West Stewart Road, Lathrop, California

**SECTION 1: SCOPE OF WORK**

Contractor shall furnish all labor, material, tools, equipment, services, supplies, insurance, licenses, supervisions and facilities necessary to complete work in a workmanlike manner per the following:

Work to Include, without limitation:

*Mozingo Construction Tract 3836*

Based on plan sheets 1-13 for Tract 3836 prepared by O'Dell Engineering, dated 3/1/2016 the following work will be performed:

<u>SEWER</u>				
1.	8" Sewer	3366 LF	\$24.00	\$80,784.00
2.	4" Sewer Service	102 EA	\$500.00	\$51,000.00
3.	SSMH	15 EA	\$3,000.00	\$45,000.00
4.	Connect to Existing	1 EA	\$1,500.00	\$1,500.00
5.	De-Watering	1 LS	\$140,000.00	\$140,000.00

<u>STORM</u>				
1.	42" Storm RCP	69 LF	\$110.00	\$7,590.00
2.	36" Storm RCP	135 LF	\$60.00	\$8,100.00
3.	30" Storm RCP	248 LF	\$50.00	\$12,400.00
4.	24" Storm RCP	533 LF	\$47.00	\$25,051.00
5.	18" Storm RCP	220 LF	\$40.00	\$8,800.00
6.	15" Storm RCP	1640 LF	\$39.00	\$63,960.00
7.	SDMH - Type 1	1 EA	\$3,500.00	\$3,500.00
8.	SDMH - Type 2	2 EA	\$6,000.00	\$12,000.00
9.	Type A / Inlet/Type 1	16 EA	\$3,500.00	\$56,000.00
10.	Type A / Inlet/Type 2	3 EA	\$4,000.00	\$12,000.00
11.	Connect to Existing	1 EA	\$2,500.00	\$2,500.00
12.	Pump Down Lake 9	1 LS	\$13,500.00	\$13,500.00

<u>WATER</u>				
1.	6" PVC (STUB)	1 EA	\$2,500.00	\$2,500.00
2.	8" Water	2,780 LF	\$21.00	\$58,380.00
3.	8" Gate Value	13 EA	\$1,200.00	\$15,600.00
4.	10" Water	980 LF	\$26.00	\$25,480.00
5.	10" Gate Value	4 EA	\$2,000.00	\$8,000.00
6.	Fire Hydrant	7 EA	\$5,000.00	\$35,000.00
7.	1.5" Water Service	101 EA	\$950.00	\$95,950.00
8.	ARV	2 EA	\$2,500.00	\$5,000.00
9.	Blow Off	2 EA	\$3,000.00	\$6,000.00
10.	Connect to Existing	3 EA	\$3,000.00	\$9,000.00
11.	1" Water Service	1 EA	\$750.00	\$750.00
12.	2" Water Service	2 EA	\$1,000.00	\$2,000.00

<u>NON-POTABLE WATER</u>				
1.	16" Water	980 LF	\$37.00	\$36,260.00
2.	16" Gate Value	5 EA	\$3,000.00	\$15,000.00
3.	6" PVC (STUB)	1 EA	\$2,500.00	\$2,500.00
4.	8" PVC (STUB)	2 EA	\$3,000.00	\$6,000.00
5.	8" Gate Valve	2 EA	\$1,200.00	\$2,400.00
6.	Blow Off In Line	1 EA	\$2,600.00	\$2,600.00
7.	1" NPW Service	1 EA	\$750.00	\$750.00

Contractor's Initials *ML*  
 Owner's Initials \_\_\_\_\_

MOZINLO CONSTRUCTION TRACT 3836

8. NPW Connect to Existing 2 EA \$5,000.00 \$10,000.00

TOTAL \$882,856.00

(1) IRON IS NOT NEEDED  
(2) WATER BOMBS & SSO BOMBS  
AND NOT SPT

$882,855 \times .05 = 44,143$

COST TO CONVEYANCE = 44,143

**CONDITIONS & SCOPE**

- Sequence of work
  - ❖ Installing after rough grading operations have been completed by others.
  - ❖ Allow adequate time for materials submittals, procurement and delivery prior to beginning work.
- Sewer System
  - ❖ SDR 26 backfill with sand and native material.
  - ❖ Services to be stubbed to within 6' of building pads.
  - ❖ Services to be stubbed to lots, cleanout box, per City of Lathrop specification, included
  - ❖ Precast Bases are included
  - ❖ Testing is included.
- Storm Drain
  - ❖ RCP and DIP backfill with sand and native material.
  - ❖ Catch basins within the curbs to be set to within 1.0' of finish grade. Provide frames and grates to be set by others.
  - ❖ Testing is included.
- Water System (Potable and Non-Potable)
  - ❖ PVC C900 DR 14 for 10" and smaller.
  - ❖ PVC C905 DR 25 for 16" and smaller.
  - ❖ Services to be stubbed to within 5' of building pads.
  - ❖ Meter idlers to be installed in meter boxes. Boxes to be set per City of Lathrop current standard. (Meters by others)
  - ❖ Testing is included and will require a point of discharge to be provided within close proximity of a blow off point for water system.

**EXCLUSIONS:**

- Permits/Fees
- Surveying/Staking
- Compaction Testing
- Hazardous Substance Removal
- Over-excavation, handling unsuitable material or working with material with over optimum moisture content.
- Offhaul of spoils.
- Dust Control Plan. Dust Control of Contractor's operation is included in Contract Price.
- Removal of debris from installed pipelines and appurtenances caused by others or due to insufficient SWPPP measures that are not the fault of Contractor.
- Erosion Control
- Traffic Control Plan.
- Construction Area Signs

**SECTION 2: GENERAL NOTES**

Contractor is required to do a comprehensive quality control walk and correct all discrepancies prior to the quality control walk by Owner. Contractor shall unconditionally guarantee its work, material and labor as set forth in this Contract. All applicable governing agencies plans and specifications are made a part of this contract; and these plans and specifications must be followed in order to receive acceptance of all work by the governing agencies and Owner. All additional work performed or material supplied prior to or without written approval shall become Contractor's responsibility for any necessary corrections and shall be considered done at no charge to Owner.

Any errors and omissions from the list of items in the specifications and/or shown on the subject drawings, or vice versa, shall be called to the attention of the Owner in writing either before submission of Contractor's bid or prior to execution of this document. Failure to do so shall imply that all items related to said subcontract are fully covered upon execution of said document.

All scheduling will be by Owner or its assigned representative; Contractor move-ins shall be as required by Owner. All move-ins, as required and movement through the project are included in the contract unit prices. No other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of this contract work.

As time is of the essence in this Contract, work shall proceed at the direction of Owner and be completed as rapidly as possible and in accordance with Owner's schedule. Contractor will under all circumstances leave area outlined in contract in a neat and orderly fashion prior to

Contractor's Initials *ML*  
Owner's Initials \_\_\_\_\_

2016-274

**TEICHERT CONSTRUCTION**

STOCKTON DISTRICT  
265 Val Darvin Parkway  
P.O. Box 1118  
Stockton, CA 95201-1118  
(209) 983-2300 FAX (209) 983-2375

August 23, 2016

**TOP SIDE CONTRACT 3836**

**John Peck  
River Islands  
73 West Stewart Road  
Lathrop, CA 95330**

**Attn: John Peck**

**Re: River Islands - Tract 3834, 3835, ~~3836 Street Improvements~~**

Dear John,

Thank you for giving Teichert Construction the opportunity to provide our services. Our price is based on the following information:

- ❖ Unapproved plans, River Islands Tract 3834 Improvement Plans, sheets 1 through 12, prepared by O'Dell Engineering dated 07/21/2016.
- ❖ Unapproved plans, River Islands Tract 3835 Improvement Plans, sheets 1 through 14, prepared by O'Dell Engineering dated 07/15/2016.
- ❖ Unapproved plans, River Islands Tract 3836 Improvement Plans, sheets 1 through 13, prepared by O'Dell Engineering dated 07/21/2016.
- ❖ City of Lathrop standard plans and specifications.
- ❖ Contra Costa County standard plans and specifications for Storm Drain Inlet.

Items and pricing for our scope of work are listed on the attached proposal. The following information will further clarify our scope of work.

**CONCRETE & STRUCTURAL SECTION**

**INCLUSIONS:**

1. Concrete including curb and gutter, sidewalks, and ramps with aggregate base placed under curbs and gutters.
2. Structural section paving including subgrade preparation, aggregate base, and asphalt concrete per plans and specs.
3. Stockpiling excess dirt from grading operations within future Interior Levee Road footprints or tract 3833.

**EXCLUSIONS:**

4. Geotextile fabric.
5. Fog Seal.
6. Prime oil, slurry seal coat, and soil sterilization.
7. Colored Concrete

**EROSION CONTROL AND ENVIRONMENTAL ISSUES:**

**INCLUSIONS:**

8. Please add \$3000.00/ea if Construction Entrances are needed.

**EXCLUSIONS:**

9. SWPPP development, implementation, maintenance, or monitoring.

**MISC. WORK**

**EXCLUSIONS:**

10. Bonds. Bond rate is 1/2 percent if required.
11. Inspection, permits, fees and soils testing.

## TEICHERT CONSTRUCTION

STOCKTON DISTRICT  
265 Val Dervin Parkway  
P.O. Box 1118  
Stockton, CA 95201-1118  
(209) 983-2300 FAX (209) 983-2375


12. Engineering and staking.
13. Striping, signs, bumpers and bollards.

### **ADDITIONAL CLARIFICATIONS & QUALIFICATIONS:**

14. Asphalt bid item is based on paving per the attached schedule.
15. Prices based on approved plans. Prices may need to be revised to reflect any changes shown on the final approved plans.
16. Proposal based on award of all three tracts 3834, 3835, and 3836.
17. Proposal based on sole access during grading and concrete machine work activities.
18. Quantities furnished by TEICHERT used to prepare proposals.
19. Prices based on working five eight-hour shifts per week.
20. One move-in for each major phase of work.
21. Our price is based on obtaining water from an onsite source at no cost.
22. Teichert's proposal excludes any liquidated damages.
23. Project timeline will be based on a mutually agreeable schedule representing agreed start date and substantial completion date for Teichert's work.
24. Proposal does not include any sweeping of streets that may be necessary due to ingress/egress to the site. Sweeping is only included for offsite work or import/export operations.

Thank you for the opportunity to provide our quotation for this project.

Sincerely,



Ly Phan  
Teichert Construction

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>CONCRETE TRACT 3835</b>					
2700	Rolled Type Curb & Gutter	4,642.00	LF	15.00	69,630.00
2800	Vertical Type Curb & Gutter	3,514.00	LF	15.50	54,467.00
2900	Type F Curb & Apron	413.00	LF	20.00	8,260.00
3000	6" Concrete Sidewalk Including Round Corners	48,420.00	SF	4.20	203,364.00
3100	Handicap Ramps	16.00	EA	2,750.00	44,000.00
3200	Catch Basin - top out only, iron supplied by other	24.00	EA	600.00	14,400.00
3289	<b>SUBTOTAL CONCRETE TRACT 3835</b>				<b>\$394,121.00</b>
<b>MISCELLANEOUS TRACT 3835</b>					
3300	4" Sleeves (3 Per Lot)	210.00	EA	50.00	11,100.00
3389	<b>SUBTOTAL MISCELLANEOUS TRACT 3835</b>				<b>\$11,100.00</b>
<b>FINE GRADE, ROCK, &amp; PAVE TRACT 3836</b>					
4000	Fine Grade (RW to RW)	223,952.00	SF	0.36	80,622.7
4100	Interior Streets 3"AC/7"AB	31,964.00	SF	2.00	63,928.0
4200	Interior Streets 4.5"AC/8"AB	83,357.00	SF	2.75	229,231.7
4300	AB Cushion Under Concrete	7,316.00	LF	3.00	21,948.00
4400	Balance St/Haul excess to Interior Levee Rd +/- 6"	2,132.00	CY	3.00	6,396.00
4589	<b>SUBTOTAL FINE GRADE, ROCK, &amp; PAVE TRACT 3836</b>				<b>\$402,126.47</b>
<b>CONCRETE TRACT 3836</b>					
4700	Rolled Type Curb & Gutter	4,394.00	LF	15.00	65,910.00
4800	Vertical Type Curb & Gutter	2,553.00	LF	15.50	39,571.50
4900	Type F Curb & Apron	378.00	LF	20.00	7,560.00
5000	6" Concrete Sidewalk Including Round Corners	40,720.00	SF	4.20	171,024.00
5100	Handicap Ramps	8.00	EA	2,750.00	22,000.00
5200	Catch Basin - top out only, iron supplied by other	19.00	EA	600.00	11,400.00
5289	<b>SUBTOTAL CONCRETE TRACT 3836</b>				<b>\$317,465.50</b>
<b>MISCELLANEOUS TRACT 3836</b>					
5300	4" Sleeves (3 Per Lot)	303.00	EA	50.00	15,150.00
5389	<b>SUBTOTAL MISCELLANEOUS TRACT 3836</b>				<b>\$15,150.00</b>
<b>GRAND TOTAL</b>					<b>\$2,142,935.55</b>

CONTRACT AMOUNT TRACT 3836 \$ 734,741.97

ITEM 4100 AC PAVING NOT COMPUTE 31,964 x 3" / 100 = 599 tons AC at 80  
 ITEM 4200 AC PAVING NOT COMPUTE 83,357 4.5" / 100 = 2,344 tons AC at 80  
 ITEM 5000 CONCRETE NOT COMPUTE AT GAS TIR-MI 400 SF at 4.20 = 1,680

COST TO COMPUTE = ~~246,750~~ 237,120





# MORENO TRENCHING, Ltd.

1015-B Airport Road  
 P.O. Box 458  
 Rio Vista, CA. 94571  
 Phone:(707) 374-6075  
 Fax:(707) 374-6194  
 Lic. No. 439967

07/13/16

River Islands Development  
 Attn: Curtis Bryant

**Northern California Laborers  
 Operators Union Local # 3  
 CPUC Certified MBE  
 CA. Certified SBE**

Re: River Islands Tract 3836 - Lathrop

Moreno Trenching is pleased to provide you with this proposal for the above referenced project. The following information will clarify our scope of work.

**Trench & Backfill**

24" x 44" Trench	GC	42 lf	18.00	756.00
36" x 46" Trench	PGCT	81 lf	22.25	1,802.25
24" x 46" Trench	PGCT	539 lf	18.50	9,971.50
36" x 54" Trench	PGCTL	55 lf	24.25	1,333.75
24" x 54" Trench	PGCTL	283 lf	19.75	5,589.25
36" x 48" Trench	PSGCT	278 lf	22.75	6,324.50
24" x 48" Trench	PSGCT	931 lf	18.75	17,456.25
24" x 56" Trench	PSGCTL	416 lf	20.25	8,424.00
24" x 44" Trench	PGC	35 lf	18.00	630.00
36" x 48" Trench	SGCT	42 lf	22.75	955.50
24" x 48" Trench	SGCT	589 lf	18.75	11,043.75
18" x 48" Trench	SGCT	1,824 lf	17.25	31,464.00
36" x 56" Trench	SGCTL	7 lf	24.75	173.25
24" x 56" Trench	SGCTL	35 lf	20.25	708.75
18" x 56" Trench	SGCTL	290 lf	18.25	5,292.50
12" x 22" Trench	L	1,288 lf	11.50	14,812.00
Bell Hole for Gas Tie-In		3 ea	2,100.00	6,300.00
				<del>\$ 123,037.25</del>

**Vaults/Splice Boxes (Excavate Only)**

17" x 30" L.I.D.	Secondary Box (18")	19 ea	175.00	3,325.00
17" x 30" L.I.D.	Secondary Box (26")	12 ea	175.00	2,100.00
24" x 36" L.I.D.	Secondary Box (26")	1 ea	205.00	205.00
4' x 6'6" L.I.D.	Primary Box	2 ea	775.00	1,550.00
36" x 52" L.I.D.	Transformer Pad	8 ea	555.00	4,440.00
17" x 30" AT&T	Telephone Box (34")	10 ea	225.00	2,250.00
24" x 36" AT&T	Telephone Box (42")	3 ea	320.00	960.00
Misc.	Comcast CATV Box	15 ea	90.00	1,350.00
				<del>\$ 16,180.00</del>

**Vaults/Splice Boxes (Supply & Install)**

17" x 30"	L.I.D.	Secondary Box (18")	19 ea	325.00	6,175.00
17" x 30"	L.I.D.	Secondary Box (26")	12 ea	420.00	5,040.00
24" x 36"	L.I.D.	Secondary Box (26")	1 ea	665.00	665.00
4' x 6'6"	L.I.D.	Primary Box	2 ea	6,615.00	13,230.00
36" x 52"	L.I.D.	Transformer Pad	8 ea	895.00	7,160.00
17" x 30"	AT&T	Telephone Box (34")	10 ea	515.00	5,150.00
24" x 36"	AT&T	Telephone Box (42")	3 ea	775.00	2,325.00
					<u>2,325.00</u>
					<del>\$ 30,745.00</del>

**Conduit**

4"	L.I.D.	Conduit	713 lf	3.90	2,780.70
3"	L.I.D.	Conduit	6,291 lf	3.10	19,502.10
2"	L.I.D.	Conduit	2,720 lf	2.50	6,800.00
2"	AT&T	Conduit	9,332 lf	2.25	20,997.00
4"	AT&T	Conduit	2,860 lf	3.85	11,011.00
					<u>11,011.00</u>
					<del>\$ 64,090.80</del>

**Gas System**

4"	Gas Main	965 lf	7.25	6,996.25	
2"	Gas Main	2,607 lf	3.35	8,733.45	
1"	Gas Service Stub Only	101 lf	215.00	21,715.00	
1"	Excess Flow Valves	59 lf	165.00	9,735.00	
					<u>9,735.00</u>
					<del>\$ 47,179.70</del>

**Electric System**

Pad Mounted Transformer 26-1503	(Supply)	8 ea	By Others	By Others	
Pad Mounted Transformer 26-1503	(Install)	8 ea	390.00	3,120.00	
Primary Cable 1/0-1W	(Supply)	1 ls	13,200.00	13,200.00	
Primary Cable 1/0-1W	(Install)	3,924 lf	3.00	11,772.00	
Secondary Cable 1/0-AT	(Supply)	1 ls	30.00	30.00	
Secondary Cable 1/0-AT	(Install)	19 lf	0.85	16.15	
Secondary Cable 4/0-AT	(Supply)	1 ls	4,100.00	4,100.00	
Secondary Cable 4/0-AT	(Install)	1,833 lf	0.85	1,558.05	
Secondary Cable 350-AT	(Supply)	1 ls	3,375.00	3,375.00	
Secondary Cable 350-AT	(Install)	881 lf	0.85	748.85	
Primary/Secondary Splicing		1 ls	33,100.00	33,100.00	
					<u>33,100.00</u>
					<del>\$ 71,020.05</del>

**Lighting System**

35W LED	Decorative Electrolier	28 ea	6,125.00	171,500.00	
1-1/2"	Conduit w/ 2 - #8 Wire	90 lf	5.00	450.00	
1-1/2"	Conduit w/ 3 - #8 Wire	25 lf	5.50	137.50	
1-1/2"	Conduit w/ 2 - #8 Wire & Grd.	2,080 lf	5.50	11,440.00	
1-1/2"	Conduit w/ 3 - #8 Wire & Grd.	179 lf	6.00	1,074.00	
#3-1/2	Splice Box	51 ea	140.00	7,140.00	
100A	Metered Pedestal (Install Only)	1 ea	2,500.00	2,500.00	
					<u>2,500.00</u>
					<del>\$ 194,241.50</del>

ELECTRICAL SYSTEM NOT COMPLETE <sup>\$</sup> 71,020  
 LIGHTING SYSTEM NOT COMPLETE 194,242  
 COST TO COMPLETE \$ 265,262 <sup>\$</sup> 101  
 GRAND TOTAL = \$ 552,494.30

**Proposal based on the following:**

*No Overtime. Work Includes 5 weekdays @ 8 hours per day. 1 move-in per phase.*

*Bid Includes Prevailing Wage Rates.*

*Additional re-mob to be negotiated.*

*Moreno Trenching, LTD. is a Union Contractor.*

*Bid Excludes dewatering, if dewatering required, work to be performed by others at owners expense.*

*Bid Excludes: Tree arborist as well as any extra work due to existing trees.*

*Bid Excludes Fees, Permits, Survey and Compaction Testing.*

*Bid Excludes off Haul of Trench spoils. Spoils to be pushed into the street after backfill.*

*Bid Excludes any fine re-gradng.*

*Bid Excludes asphalt, concrete, landscape, Irrigation and fence work by others.*

*Restoration of existing improvements included only for that specific bid item listed in proposal above.*

*Bid assumes that construction water is available on site. Additional charges will apply due to drought restrictions or having to access water offsite.*

*Bid proposal quantities subject to reconciliation upon approved plans and field measurements.*

*Site to be Rough Graded +/- .20' of final subgrade grade by others prior to joint trench & service completions.*

*Any contaminated soils encountered to be handled by others.*

*Trenching bid using a 590 Case backhoe or equivalent. Excludes additional work due to rock where a Case 590 backhoe is unable to obtain 10 cy/hr while excavating joint trench.*

*On site sand source to be utilized. Additional cost will incur if on site sand becomes unavailable.*

*SWPP plan and erosion control work by others. Excludes all maintenance.*

*Bid proposal to be part of contract & valid for a contract commitment within 30 days.*

*Progress Payments Shall be Due Net 30 Days.*

*Retention Payments Shall be Due Net 45 Days.*

**Michael A. McCombs**

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

May 15, 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 3913; Escrow No. 1211048662**

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 May 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 December 31, 2018, 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 3913, executed and acknowledged by City.

The document listed above is referred to as the "**Recordation Document**." The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

Copies should be sent via email to Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group ([cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net)), Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto: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 Document, 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.

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

C.1 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:

a. The amount of \$9,812.44, 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 3.19 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. 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 times 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](mailto:sdelloso@riverislands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)), Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)), Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)) and Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

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

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

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and 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 Document and complete the Transaction.

### **E. Closing Process and Priorities**

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

E.1. Date the Recordation Document to be recorded.

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

E.2. Record the Recordation Document 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@sigov.org](mailto:JMolina@sigov.org)) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier, to: (1) Debbie Belmar, 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 Document, showing all recording information of the Recordation Document, and

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

**F. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

Very truly yours,

---

Susan Dell'Osso  
President  
River Islands Development, LLC

---

Stephen J. Salvatore  
City Manager  
City of Lathrop

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

**ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID and 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 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: \_\_\_\_\_

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: VESTING TENTATIVE PARCEL MAP FOR THE LATHROP TOWNE CENTRE PROJECT**

**RECOMMENDATION: Adopt a Resolution affirming the Planning Commission's recommendation to approve the Vesting Tentative Parcel Map for the proposed Lathrop Towne Centre Project (VTM-17-111).**

**SUMMARY:**

The request is for a Vesting Tentative Parcel Map (VTM) to subdivide 1 parcel into 6 individual commercial parcels ranging in size from 0.67-acres to 7-acres. This is a companion project to a Site Plan Review (SPR) and Conditional Use Permit (CUP) to construct a commercial shopping center with an estimated floor area of approximately 126,000 square feet of retail space, a 60,000 square foot hotel, and parking for 635 vehicles located on a 13-acre site, which was recently approved by the Planning Commission.

**BACKGROUND:**

On April 18, 2018, the Planning Commission held a public hearing and voted unanimously (5-0), to approve the Site Plan Review and Conditional Use Permit portion of the Lathrop Towne Centre project, and recommended the City Council to approve the Vesting Tentative Parcel Map.

The project site is located at the northeast corner of Golden Valley Parkway and Towne Centre Drive, just south of the Target Shopping Center. The site is currently designated and used as one of the City's sprayfield sites located within the Mossdale Landing East subdivision.

According to Section 16.12.060 of the Lathrop Municipal Code (LMC), the City Council shall review the decision of the Planning Commission related to Vesting Tentative Parcel Maps, and may affirm, reverse, or modify the decision.



**ANALYSIS:**

Vesting Tentative Parcel Map

The Vesting Tentative Parcel Map consists of 1 parcel approximately 13 acres in size. The proposal is to subdivide the property into 6 individual commercial parcels ranging in size from 0.67 to 7 +/- acres. The map will also dedicate approximately 4,000 square feet of right-of-way to complete the cul-de-sac at the east end of Somerville Road. A Public Utility Easement will be offered for dedication for the entire abandoned Manthey Road. In addition, a 10-foot wide Public Utility Easement will also be dedicated to the City along the frontage of Somerville Road, Golden Valley Parkway and Towne Centre Drive.

The ultimate street frontage and utility improvements will be constructed in accordance with the Mossdale Landing East UDC and the City of Lathrop Standards and Specifications. The project will be required to complete the Somerville Road cul-de-sac and abandon the former Manthey Road right-of-way. The project will construct various frontage improvements including installation of landscaping and sidewalk along Somerville Road, Golden Valley Parkway & Towne Centre Drive. A deceleration and acceleration lane will also be constructed to serve the main driveway access from Golden Valley Parkway. The project proposes to extend water, sewer and storm drain to the site via the existing utilities from Somerville Road, Golden Valley Parkway & Towne Centre Drive. Since the project does not include a Phasing Plan, all of the utilities and various site improvements are required to be installed prior to the first building occupancy. Electric and natural gas service will be provided by PG&E to the project site.

Conditions of Approval

Planning staff routed the project plans on November 3, 2017 to the Building Division, Public Works Department, Lathrop-Manteca Fire District, Lathrop Police Services and various non-City agencies to ensure compliance with applicable codes and requirements. As a result, staff developed a consolidated list of conditions. Staff finds that the proposed project has been properly conditioned to meet the City's standards and requirements as well as consistency with the Mossdale Landing East UDC.

General Plan and Zoning Consistency

As currently designed and conditioned, the project is a reasonable request that is consistent with the goals and policies of the General Plan and the West Lathrop Specific Plan and will comply with the requirements of the Zoning Ordinance and design guidelines of the Mossdale Landing East UDC upon development. The design guidelines address site design and architecture, including building placement and orientation, public spaces and pedestrian amenities, landscaping and style and design details. The project is also consistent with the City's subdivision ordinance and the State Subdivision Map Act.

**CITY MANAGERS REPORT  
May 14, 2018 CITY COUNCIL REGULAR MEETING  
LATHROP TOWNE CENTRE VTM-17-111**

**PAGE 3**

Public Notice

As part of the Planning Commission action, a Notice of Public Hearing was advertised in the Manteca Bulletin on April 7, 2018. Staff also mailed the public hearing notice on April 6, 2018 to notify property owners located within a 300-foot radius from the subject property. In addition, the City Council meeting agenda was posted at the Council Chambers bulletin board and various designated locations accessible to the public. The City Council action does not require a public hearing. As of writing of this report, no comments were received in favor or against the proposed project.

**CEQA REVIEW:**

The environmental impacts of the Mossdale Landing East (MLE) Project were addressed in a certified Supplemental Environmental Impact Report (SEIR) (SCH 2002052083). The City has determined that the potential environmental effects of the proposed project falls within the scope analyzed in the SEIR; therefore, no further environmental review is required in compliance with the California Environmental Quality Act (CEQA).

**RECOMMENDATION:**

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to approve the Vesting Tentative Parcel Map for the Lathrop Towne Centre Project.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

The proposed Resolution promotes Economic Growth by supporting and encouraging development, and promotes Team Work between the public, Council and City staff by working together to share the same vision.

**FISCAL IMPACT:**


All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

**ATTACHMENT:**

1. City Council Resolution Approving Vesting Tentative Parcel Map (VTM-17-111).
2. Planning Commission Resolution No. 18-6 Recommending City Council Approval
3. Conditions of Approval dated April 18, 2018, as amended by Planning Commission
4. Vicinity Map
5. Vesting Tentative Parcel Map for Lathrop Towne Centre

**CITY MANAGERS REPORT  
May 14, 2018 CITY COUNCIL REGULAR MEETING  
LATHROP TOWNE CENTRE VTM-17-111**

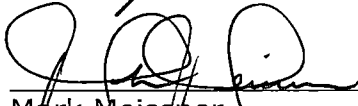
**APPROVALS:**



Rick Caguiat  
Senior Planner

5-1-18

Date



Mark Meissner  
Assistant Community Development Director

5-2-18

Date



Rebecca Schmidt  
Community Development Director

5-2-18


Date



Glenn Gebhardt  
City Engineer

5/2/18

Date



Salvador Navarrete  
City Attorney

5/2/18

Date



Stephen J. Salvatore  
City Manager

5.4.18

Date

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AFFIRMING THE PLANING COMMISSION RECOMMENDATION TO APPROVE THE VESTING TENTATIVE PARCEL MAP FOR THE PROPOSED LATHROP TOWNE CENTRE PROJECT (VTM-17-111)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing on April 18, 2018 to consider the Lathrop Towne Centre project pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the request is for a Vesting Tentative Parcel map to subdivide 1 parcel into 6 individual commercial parcels ranging in size from 0.67-acres to 7-acres; and

**WHEREAS**, the property is located at 17100 Golden Valley Parkway (APN: 191-190-49); and

**WHEREAS**, the subject parcels are located in a Service Commercial (SC) General Plan designation and Service Commercial (CS-MV) Zoning District; and

**WHEREAS**, the project is located within the Mossdale Landing East (MLE) and the environmental impacts of the MLE Project were addressed in a certified Supplemental Environmental Impact Report (SEIR) (SCH 2002052083). The City has determined that the potential environmental effects of the proposed project falls within the scope analyzed in the SEIR; therefore, no further environmental review is required in compliance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures resulting from the Mossdale Landing East Urban Design Concept SEIR will be implemented to mitigate or avoid significant impacts to the environment; and

**WHEREAS**, the City Council finds that the proposed Vesting Tentative Parcel Map is consistent with the Service Commercial land use goals and policies the City of Lathrop General Plan and West Lathrop Specific Plan, and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

**WHEREAS**, the City Council finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

**WHEREAS**, proper notice of this public meeting was given in all respects as required by law; and

**WHEREAS**, the City Council has reviewed all written evidence and oral testimony presented to date.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Lathrop does hereby make the following findings:

1. *The proposed map is consistent with the General Plan and Specific Plan.* The proposed map implements the land use objectives in the Lathrop General Plan, West Lathrop Specific Plan and the Mossdale Landing East Urban Design Concept.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan and Specific Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan, West Lathrop Specific Plan and Mossdale Landing East Urban Design Concept. All required improvements are conditioned to comply with the City's standards and specifications.
3. *The site is physically suitable for the proposed commercial development.* The site is designated as Service Commercial land use in the General Plan and West Lathrop Specific Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure, public services and phase for the development of the project.
4. *The site is physically suitable for the proposed density of development.* The Mossdale Landing East Urban Design Concept identifies the project area to allow for a broad range of use types such as retail, service, office and related commercial type uses. Development of the site meets the requirements set forth in the Mossdale Landing East Development Standards.
5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The development of the Lathrop Towne Centre project would involve a range of potentially significant environmental effects, including effects on plant, fish and wildlife species or their habitat. These potential effects were explored in detail, and available mitigations were identified in the Mossdale Landing East Supplemental Environmental Impact Report (SEIR). The SEIR adequately addresses impacts that could be caused by the proposed project and identifies adequate mitigation measures for those impacts.
6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the Lathrop Towne Centre project would involve a range of potentially significant effects on public health and safety. These potential effects were explored in detail, and available mitigations were identified in the Mossdale Landing East Supplemental Environmental Impact Report (SEIR). The SEIR adequately addresses impacts that could be caused by the proposed project and identifies adequate mitigation measures for those impacts.

7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above, and pursuant to its independent review and consideration, does hereby approve Vesting Tentative Parcel Map No. VTM-17-111, subject to the Conditions of Approval listed as Attachment #3 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 14<sup>th</sup> day of May, 2018 by the following vote:

AYES:

NOES:

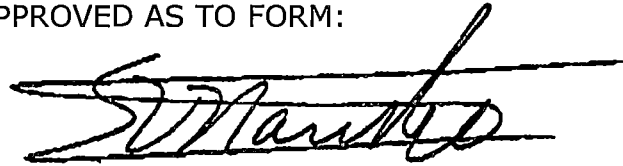
ABSTAIN:

ABSENT:

\_\_\_\_\_  
SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "S. Navarrete", is written over a horizontal line. The signature is stylized and cursive.

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

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



**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 18-6**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING THE CITY COUNCIL APPROVE THE VESTING TENTATIVE  
PARCEL MAP FOR THE PROPOSED LATHROP TOWNE CENTRE PROJECT  
(VTM-17-111)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the Lathrop Towne Centre project pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the request is for a Vesting Tentative Parcel map to subdivide 1 parcel into 6 individual commercial parcels ranging in size from 0.67-acres to 7-acres, and a Site Plan Review; and

**WHEREAS**, the property is located at 17100 Golden Valley Parkway (APN: 191-190-49); and

**WHEREAS**, the subject parcels are located in a Service Commercial (SC) General Plan designation and Service Commercial (CS-MV) Zoning District; and

**WHEREAS**, the project is located within the Mossdale Landing East (MLE) and the environmental impacts of the MLE Project were addressed in a certified Supplemental Environmental Impact Report (SEIR) (SCH 2002052083). The City has determined that the potential environmental effects of the proposed project falls within the scope analyzed in the SEIR; therefore, no further environmental review is required in compliance with the California Environmental Quality Act (CEQA); and

**WHEREAS**, it was determined that although the proposed project could have a significant effect on the environment, required mitigation measures resulting from the Mossdale Landing East Urban Design Concept SEIR will be implemented to mitigate or avoid significant impacts to the environment; and

**WHEREAS**, the Planning Commission finds that the proposed Vesting Tentative Parcel Map is consistent with the Service Commercial land use goals and policies the City of Lathrop General Plan and West Lathrop Specific Plan, and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

**WHEREAS**, the Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

**WHEREAS**, proper notice of this public meeting was given in all respects as required by law; and

**WHEREAS**, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

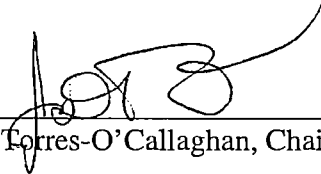
**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission of the City of Lathrop does hereby make the following findings:

1. *The proposed map is consistent with the General Plan and Specific Plan.* The proposed map implements the land use objectives in the Lathrop General Plan, West Lathrop Specific Plan and the Mossdale Landing East Urban Design Concept.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan and Specific Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan, West Lathrop Specific Plan and Mossdale Landing East Urban Design Concept. All required improvements are conditioned to comply with the City's standards and specifications.
3. *The site is physically suitable for the proposed commercial development.* The site is designated as Service Commercial land use in the General Plan and West Lathrop Specific Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure, public services and phase for the development of the project.
4. *The site is physically suitable for the proposed density of development.* The Mossdale Landing East Urban Design Concept identifies the project area to allow for a broad range of use types such as retail, service, office and related commercial type uses. Development of the site meets the requirements set forth in the Mossdale Landing East Development Standards.
5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The development of the Lathrop Towne Centre project would involve a range of potentially significant environmental effects, including effects on plant, fish and wildlife species or their habitat. These potential effects were explored in detail, and available mitigations were identified in the Mossdale Landing East Supplemental Environmental Impact Report (SEIR). The SEIR adequately addresses impacts that could be caused by the proposed project and identifies adequate mitigation measures for those impacts.
6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the Lathrop Towne Centre project would involve a range of potentially significant effects on public health and safety. These potential effects were explored in detail, and available mitigations were identified in the Mossdale Landing East Supplemental Environmental Impact Report (SEIR). The SEIR adequately addresses impacts that could be caused by the proposed project and identifies adequate mitigation measures for those impacts.
7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

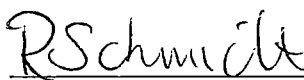
**BE IT FURTHER RESOLVED** that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby recommend the City Council approve Vesting Tentative Parcel Map No. VTM-17-111, subject to the Conditions of Approval listed as Attachment #3 of the Staff Report, incorporated by reference herein.

**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a regular meeting on the 18<sup>th</sup> day of April, 2018 by the following vote:

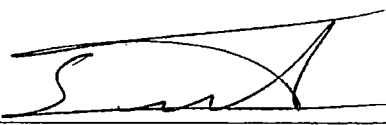
- AYES: Torres-O'Callaghan, Lazard, Freeman, Ishihara, Gatto  
NOES: None  
ABSTAIN: None  
ABSENT: None

  
\_\_\_\_\_  
Jennifer Torres-O'Callaghan, Chair

ATTEST:

  
\_\_\_\_\_  
Rebecca Schmidt, Secretary

APPROVED AS TO FORM:

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

Community Development Department – Planning Division

Consolidated Conditions of Approval as Amended by Planning Commission

April 18, 2018

**Project Name:** Lathrop Towne Centre  
**File Number:** Vesting Tentative Parcel Map No. VTM-17-111  
Site Plan Review No. SPR-17-112  
Conditional Use Permit No. CUP-17-113  
**Project Address:** 17100 Golden Valley Parkway (APN: 191-190-49)

*The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the application and diagrams submitted on February 15, 2018.*

**PLANNING**

1. Approval of this project authorizes subdivision of approximately 13-acres located in Mossdale Landing East (17100 Golden Valley Parkway) into 6 commercial parcels ranging in size from 0.67-acres to 7-acres. The project includes the construction of a commercial shopping center with an estimated total floor area of approximately 126,000 square feet of retail space, a 60,000 square foot, four-story hotel, and 635 vehicle parking spaces. The project includes associated off-site and on-site improvements including extension of public utilities, landscaping, and lighting.
2. All of the mitigation measures set forth in the Final Supplemental EIR for the Mossdale Landing East Urban Design Concept that are applicable to the project site, are incorporated herein by reference as part of these Conditions of Approval (attached).
3. The Conditions of Approval of Vesting Tentative Map Tract 3073, Unit 1 (McKee Properties), adopted by the City of Lathrop on March 2, 2004 by Resolution 04-1626 are attached and incorporated herein by reference, and shall remain in effect and applicable to the Lathrop Towne Centre project except as modified below:

Modification of Conditions of Approval for VTM Tract 3073:

- a. “Parcel F” as referenced in the Conditions of Approval of Vesting Tentative Map Tract 3073 means the Project Site of the Lathrop Towne Centre, APN 191-190-49.
- b. Note that references in the Conditions of Approval to Vesting Map 3073 to “N” Street (Condition 61 (a)) and to the “connecting road” (Condition 66) means Somerville Road.
- c. All conditions and obligations set forth in the Conditions of Approval of Vesting Tentative Map Tract 3073 for residential development are not applicable to the Lathrop Towne Centre project unless noted.

- d. All requirements for Neighborhood Design Review (NDR) in Conditions 35, 56, 67, 78, 87, 104 and 105 are hereby waived as unnecessary in light of the approval granted herein.
  - e. Conditions 64 and 66 are hereby superseded and replaced with the following:  
Prior to approval of the first non-residential building permit on Parcel F, the applicant shall submit engineering plans and provide bonds in accordance with the Lathrop Municipal Code for:
    - i. The sidewalk, parkway landscaping and acceleration/deceleration lane improvements on the easterly side of Golden Valley Parkway from Somerville Road to Towne Centre Drive, on the southerly side of Somerville Road from Golden Valley Parkway to the cul-de-sac, and on the northerly side of Towne Centre Drive from Golden Valley Parkway to Manthey Road as shown on the WLSP and UDC.
    - ii. The traffic signal at Golden Valley Parkway / Somerville Road shall be modified to remove the independent pedestrian phase crossing Golden Valley Parkway.
    - iii. All improvement plans for items (i) through (ii) must be approved by the Director of Public Works prior to issuance of a building permit.
    - iv. All of the improvements listed in items (i) through (iv) must be constructed prior to any building occupancy. In the Public Works Director sole discretion, a temporary occupancy permit for a commercial building may be allowed if the applicant has substantially completed the construction and posts a cash deposit or bond with the City to assure the completion of items (i) through (ii) above.
  - f. Condition 121 is hereby superseded and replaced with the following:  
All landscaping shall be in accordance with the UDC. Compliance with this condition shall include a landscaping and irrigation plan, with location, variety, irrigation, and other information necessary to determine compliance with UDC requirements. All landscaping and irrigation related to Lathrop Towne Centre shall be completed in accordance with the following:
    - i. Lacking an approved phasing plan by the City, the first building shall put in all utilities, landscaping and paving/parking for the project prior to the first building occupancy.
    - ii. In the Community Development Director's sole discretion, finalizing the occupancy permit for a commercial building may be allowed if the applicant posts a cash deposit or cash bond with the City to assure the completion of project landscaping and related site improvements. The amount of such deposit or bond shall be determined by the Community Development Director and its terms shall guarantee final completion of such improvements in a timely manner.
  - g. Add the following sentence to the end of Condition 54:  
A detailed maintenance plan shall be prepared for properly maintaining the developed property.
4. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements of both the State and Federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).

5. The project shall comply with all applicable site development provisions contained in the Mossdale Landing East Urban Design Concept and/or Lathrop Municipal Code including but not limited to parking, lighting, landscaping, etc.
6. The applicant shall submit appropriate plans to the Community Development Department for plan check and building permit. Final site plan, elevation, landscaping and irrigation, exterior lighting and site improvement plans and details, etc. shall be reviewed and approved by the Planning Division. Any significant change or modification to the approved plan is subject to review and approval by the Community Development Director.
7. Landscaping and irrigation must be consistent with the City's Water Conservation Requirements (LMC 17.92.060) and the State Water Efficient Landscape Ordinance (AB 1881). Provide a water efficient landscape worksheet with water budget calculations identifying the water allowance and estimated water use.
8. The entire site including landscaping areas shall be maintained in a healthy, weed free condition.
9. The trash enclosure(s) shall include but not limited to a covered roof, metal gate and have three solid walls. Details and/or alternative designs shall be subject to review and approval of the Planning, Building and Public Works Department. The trash enclosure design, material and color shall match or compliment the main building.
10. Any building or parking area illumination including security lighting, shall be arranged to reflect away from adjoining properties.
11. A final site lighting photometric plan and information with detail specifications on fixtures, poles, and wall packs as well as a manufacture's catalogue containing photometric data, shall be submitted with the Building Permit for City review and approval. Parking lots, driveways, trash enclosure/areas shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. The illumination shall not exceed ten (10) foot-candles in any one location.
12. No signs are approved by this project. Sign Permit for any exterior signs shall be submitted to the Planning Division for review and approval prior to installation. All signage must be in accordance with the applicable standards of the Lathrop Municipal Code.
13. Bicycle parking shall be installed consistent with Chapter 17.76.120 of the LMC.
14. Roof-mounted mechanical equipment shall be screened and not visible from the public right-of-way. Screening materials shall be compatible with the architectural style, materials and color of the building upon which the equipment is located, subject to the approval of the Community Development Director.
15. The applicant and all successors and assigns shall be required to obtain appropriate permits from the City of Lathrop for temporary seasonal promotional events and activities, such permits to determine the nature, location and duration of any such events.
16. The applicant shall prepare CC&Rs to, among other things, establish rules and regulations for the day to day operation of Lathrop Towne Centre. The CC&Rs shall include provisions prohibiting overnight parking of trucks, trailers, recreational vehicles, motor homes and/or other vehicles whose presence on the Project Site is unrelated to the service or operation of any building or business located on the Project Site. The final CC&Rs shall be submitted to the Community Development Director for review prior to building occupancy.

17. The applicant shall obtain Site Plan Approval for all on-site kiosks for the Lathrop Towne Centre project.
18. The Final Map shall be in substantial conformance with the approved Vesting Tentative Parcel Map, as conditioned, and that any future development shall be consistent with applicable sections of the Mossdale Landing East UDC and the Lathrop Municipal Code.
19. The applicant is responsible for contacting all appropriate utility companies to obtain their agreement for extension and/or relocation of services necessary to final the proposed Vesting Tentative Parcel Map.
20. Applicant shall disclose LMC Chapter 15.48 Agricultural Land Preservation, also commonly referred to as “Right-To-Farm” during the sale of lots within the project area. This provision shall include all properties on site which may be impacted or affected by on-going farming operations.
21. Any activity authorized by this Vesting Tentative Parcel Map shall constitute acceptance of all of the conditions and obligations imposed by the City on this Vesting Tentative Parcel Map. The applicant(s), by said acceptance of these Conditions, waives any challenge as to the validity of these conditions.
22. Unless otherwise specified, all conditions of approval shall be complied with prior to the issuance of any Building Permits.
23. The Vesting Tentative Parcel Map shall expire twenty-four (24) months from the date of approval unless a time extension is granted consistent with the policies and procedures of the Lathrop Municipal Code and the Subdivision Map Act, or the term provided in the Mossdale Landing East Development Agreement with respect to Ramona Chace properties only.
24. The Site Plan shall expire thirty-six (36) months from the date of approval unless a time extension is granted consistent with the policies and procedure of the Lathrop Municipal Code, or the term provided in the Mossdale Landing East Development Agreement with respect to Ramona Chace properties only. Prior to the expiration, a building permit must be issued and construction is commenced and diligently pursued toward completion of the site or structures.
25. The City of Lathrop may conduct annual and or spot inspections to ensure that required site improvements and conditions are being complied with and maintained.

## **BUILDING**

1. Evaluate location of accessible parking stalls to be as close as practicable to each main entrance of each building. Each building needs to be served by accessible stalls regardless of the minimum number required by Table 11B-208.2 of the 2016 California Building Code (2016 CBC).
2. Provide accessible stalls for each parking lot/area. Because of the numerous parking lots/areas this may require more stalls than calculated from Table 11B-208.2.
3. Please revise parking type key to include those stalls meant for electric vehicle parking with chargers. Provide chargers as per 11B-228.3 and Table 11B-228.3.2.1 of the 2016 CBC.
4. Special Inspections – As indicated by California Building Code Section 1704, the owner shall employ one or more special inspectors who shall provide special inspections when required by CBC section 1704. Please contact the Building Division at time of plan submittal to obtain application for special inspections.

5. All construction shall comply with the most recent adopted City and State building codes:
  - 2016 California Building Code
  - 2016 California Electrical Code
  - 2016 California Mechanical Code
  - 2016 California Plumbing Code
  - 2016 California Fire Code
  - 2016 California Green Code
2. The Title Sheet of the plans shall include:
  - Occupancy Group
  - Occupant Load
  - Description of Use
  - Type of Construction
  - Height of Building
  - Floor area of building(s) and/or occupancy group
3. School impact fees shall be paid prior to permit issuance.
4. Dimensioned building setbacks and property lines, street centerlines and between buildings or other structures shall be designed on plot plan.
5. All property lines and easements must be shown on plot plan. A statement that such lines and easements are shown is required.
6. The project design will conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumptions light fixtures, and insulation and shall use to the extent feasible draught landscaping.
7. A design professional will be required at time of construction drawings, to prepare plans for proposed improvements per the Business and Professions' Code.
8. Public and private site improvements shall be designed in accordance with the Americans with Disabilities Act and Chapter 11 of the California Building Code. Site plan shall include a site accessibility plan identifying exterior routes of travel and detailing running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage and truncated domes. Path of travel shall be provided from the public right of way and accessible parking to building. The design professional shall ensure that the site accessibility plan is compliance with the latest Federal and State regulations.

## **PUBLIC WORKS**

1. The applicant agrees, on behalf of itself and any successor in interest, that the project is obligated to pay the Somerville Traffic Signal and Street Improvement Reimbursement, as detailed in Agreement #9 of the City of Lathrop Settlement and Reimbursement Agreement with Watt McKee LLC dated September 20, 2010 "Somerville Reimbursement". The applicant or successor in interest, shall pay the Somerville Reimbursement in the amount of \$414,201.46 to the City in full prior to Final Map approval or prior to the issuance of the first building permit on the subject property.



2. In accordance with the Global Resolution dated 1/12/2016 between Ramona Chace and the City of Lathrop, the following conditions apply to this project:
  - a. Under “Manthey Road”, Ramona Chace has the following option:
    - i. “Ramona Chace will pay \$2 per square foot, no appraisal, at its option following resolution of the Sprayfield action.” The purchase of Manthey Road shall be required prior to the approval of any Parcel Map or the issuance of any building permit.
  - b. Under “Consortium Agreement Reimbursement/Sewer Capacity”, Ramona Chace has options for providing sewer capacity to the project:
    - i. “City to acknowledge Ramona Chace owns the \$300K plus future reimbursement(s) in the approximate sum totaling \$900K from oversizing construction of WRP. The City will pay the outstanding \$300,000 reimbursement to Ramona Chace within 30 days of an executed settlement agreement. Future reimbursements will be paid to Ramona Chace within 30 days of the completion of the corresponding phase of the sewer plant expansion;
    - ii. City to acknowledge Ramona Chace’s ownership of 16,553 gal from Western Pacific;
    - iii. City to acknowledge Ramona Chace’s right, under the Consortium Agreement, to purchase and use 9,828 gal upon payment for it at \$75/gal;
    - iv. City to acknowledge Ramona Chace’s right to a pro-rated reimbursement re: 9,828 gal and to deduct its reimbursement amount in the amount of \$737,100 (subject to confirmation from City) from its payment to the City;
    - v. City will sell Ramona Chace 146 ISUs, the first 23.92 ISUs at half cost (\$37.50/gal); Ramona Chace to purchase the remainder at full price (\$75/gal); the City presently owns no less than 80 ISUs available for purchase by Ramona Chace, which are not committed to any other parties; the City will have the remainder of the ISUs (totaling 146 ISUs) available for purchase by Ramona Chace by no later than the completion of the ongoing sewer plant expansion, and these additional ISUs are not and will not be committed to any other parties. Ramona Chace has no obligation to provide sprayfields and ponds to use the 146 ISUs;
    - vi. City to acknowledge Ramona Chace is successor in interest to TCN's interest in the 34 ISUs from the Nuriso Pond and that upon Ramona Chace demonstrating ownership for such ISUs, Ramona Chace has the right to transfer the 34 ISUs from the Nuriso Pond to any of its parcels in Mossdale after paying off the underlying bond”.

- c. Under “Well 21”, Ramona Chace has the option to allocate Well No. 21 water to the project:
  - i. “In lieu of providing Ramona Chace its claimed reimbursement for sums paid for the design, permitting, property acquisition, environmental review, drilling and construction of treatment facilities for City Well No. 21 by TCN and WPH, in the sum of \$946,868, the City will provide Ramona Chace with the right to 31.7% of City Well No. 21 capacity. The capacity is available to Ramona Chace for its projects or for sale to other developers”.
  
- d. Ramona Chace is not the fee owner of the project site. However, Ramona Chace does have options to acquire the site. Under “Spray Field”, Ramona Chace has the option until 1/12/19 to pay the City of Lathrop \$100,000/Acre to replace the 12.4 acre sprayfield:
  - i. “The City to convey within twenty-four months, by grant deed, fee simple title to the 12.4 acre sprayfield property to Ramona Chace, or its assignee, as the remainderman who will pursue commercial development of the property;
  - ii. The City agrees that Ramona Chace may immediately submit and the City will process a site plan review application for a retail shopping center; however, the 12.4 acre sprayfield property will remain City property and will not be deeded to Ramona Chace or its assignee, and no building permit shall be issued, until 12.4 acre substitute, fully improved and Board permitted sprayfield property is provided to the City by Ramona Chace, or the sprayfield expansion project is complete (fully improved and Board permitted) and Ramona Chace has funded the City's participation in the sprayfield expansion project on the same cost basis and schedule as that adopted by the participating developers in the sprayfield expansion project;
  - iii. The City will obtain 12.4 acres of sprayfield land from the next sewer expansion and Ramona Chace will pay for the City’s proportional share of the sprayfield land on the same cost basis and schedule as that adopted by the participating developers in the sprayfield expansion project, which will not exceed \$100,000 an acre. Ramona Chace, in its sole option, may provide alternative sprayfield land to satisfy the obligation;
  - iv. If the City does not obtain 12.4 acres of replacement sprayfield within 24 months of the effective date of the settlement, Ramona Chace has the option to pay the \$100,000 an acre and have Sprayfield released from months 25 through 36 of the effective date of the settlement, even if alternate sprayfields are not ready”.

- e. Under “Spray Field”, after 1/12/19, Ramona Chace has the following option to purchase the site:
  - i. “After month 37, Ramona Chace must replace acreage and cannot buy itself out by paying \$100,000 per acre”.
- 3. A Final Map will not be processed until Ramona Chace or its successor is the fee owner of the property, in accordance with Public Works Condition 2d.
- 4. The applicant shall initiate the apportionment procedure for assessments applicable to the property concurrently with the processing of the Final Map.
- 5. Prior to grading, abandon all City utilities stubbed to the site that are not anticipated to be used for the final project.
- 6. A Public Utility Easement (PUE) proposed on Manthey Road is not required for City services. If the applicant decides to put a PUE over a portion of Manthey Road, then no buildings shall encroach within the PUE. The City will not own or maintain public utilities in a PUE over what is now Manthey Road.
- 7. All private utilities shall remain on private property and not encroach within any Public Utility Easement.
- 8. All water mains entering the site shall have backflow devices and meters.
- 9. Applicant shall confirm that existing utility stubs to the site are as large as the proposed onsite utility connections.
- 10. Applicant shall provide design calculations for onsite water system to confirm adequate supply for domestic use and fire flows.
- 11. Applicant shall provide calculations showing how much sewer capacity will be necessary for the project.
- 12. Applicant shall identify water and sewer allocated to the site, in a form acceptable to the City.
- 13. Multiple final maps may be filed for phasing or financing purposes. Each final map shall “stand alone” and be self-sufficient regarding adequate site access, on-site circulation, physical infrastructure, fire protection methods and land use patterns. The Director of Public Works, in discussion with the Fire Chief of the Lathrop-Manteca fire Protection District, shall approve any and all phasing plans. Approval of a phasing plan may include the requirement for construction of additional site improvements.
- 14. Prior to approval of a final map or parcel map, the Developer shall enter into a Subdivision Improvement Agreement with the City for all public improvements, including any required offsite storm drainage or roadway improvements that are needed to serve the subdivision that have not been bonded with another Subdivision Improvement Agreement.

15. The Developer shall provide performance (100%) and labor and material (50%) securities to guarantee the public improvements, approved by the City Engineer, prior to the execution of the Subdivision Improvement Agreement and approval of the final map or parcel map.
16. Applicant shall retain the services of a California licensed civil engineer to design the utility plans for sewer, water and storm drain lines and systems.
17. Applicant shall insure that all offsite and onsite improvements comply with City Standards and with the Multi-Agency Post-Construction Stormwater Standards Manual.
18. Applicant shall submit hydrology and hydraulic calculations and plans for on-site storm water systems to the City for review by the City's storm drain plan check consultant for compliance with the Mossdale Storm Drain Master Plan. Applicant shall pay all costs associated with this review.
19. Applicant shall provide driveway access to the site as well as on-site circulation capable of safely accommodating an STAA size truck. This shall apply to the private roadway that is now Manthey Road, and to any other areas of the site anticipated to receive deliveries via STAA size trucks.
20. As part of the Building Permit application, all existing survey monuments and markers of record within the area of work shall be researched and identified on an existing conditions or demolition plan sheet. The project surveyor shall be required to submit a pre and post construction certification that all monuments have been preserved or reset with appropriate documentation. The City Surveyor may require a corner record or record of survey be prepared if any survey monuments have the potential to be disturbed.
21. The applicant shall provide an erosion and sediment control plan with the building permit application.
22. Applicant shall underground all overhead utilities in compliance with the Lathrop Municipal Code. Overhead power lines in excess of 34.5 KVA are not required to be undergrounded.
23. The Applicant shall obtain an encroachment permit and bond for all offsite work.
24. Applicant shall pay all appropriate fees including but not limited to Capital Facilities Fees, Interim Urban Level of Flood Protection Levee Impact Fee, Plan Check and Inspection Fees.
25. Prior to Issuance of a Final Certificate of Occupancy, the applicant shall provide all easements as needed to insure access, and utility easements.

#### **LATHROP-MANTECA FIRE DISTRICT (LMFD)**

1. The project must conform to the appropriate edition of the California Fire Code (currently the 2016 edition) and all related standards.
2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).

3. Approved automatic sprinkler systems shall be provided as required in 2016 California Fire Code §903.2. Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppression system is added/modified/tested and accepted by the (AHJ) Fire District. Fire suppression system plans shall be modified under separate fire permit and shall be submitted by a licensed contractor, to the (AHJ) Fire District for review and approval prior to modification. Deferred submittal accepted.
4. Approved fire alarm systems shall be installed in accordance with 2016 CFC §907.2 and 2013 NFPA 72.
5. Fire Department Development Fees for all new buildings must be paid in accordance with the City of Lathrop's Ordinance and Resolutions adopting the fee schedule.
6. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
7. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
8. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief's Association.
9. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key box is required to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
10. Other fire & life safety requirements may be required at time of building plan review.
11. Final approval is subject to field inspections. Minimum 48 hour notice required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

#### **LATHROP POLICE SERVICES (LPS)**

1. Prior to occupancy, the applicant shall install roof top address, subject to review and approval by LPS. The numbers shall be at least 3' tall, 2' wide, 9" apart, with 6" brush stroke with a color that contrast the roof top. The number shall be oriented to be read from west to east.
2. Applicant shall install dedicated lights in the parking lot that are properly maintained.
3. Applicant shall install recording security camera system that is maintained and accessible to LPS with camera views covering all ingress and egress to buildings and parking areas.
4. Landscaping shall conform to standard CPTED measurements:
  - a. Maintain natural visible surveillance to building from parking lot and street.
  - b. Plants taller than 8 feet shall be trimmed up 4 feet from ground.
  - c. Plants under 8 feet shall be trimmed to allow ground level surveillance.

**ADMINISTRATIVE SERVICES**

1. By exercising this approval, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Vesting Tentative Parcel Map, Site Plan Review and Conditional Use Permit to the fullest extent permitted by law.

**CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD**

See attached memo dated November 27, 2017.

**SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT**

See attached memo dated November 30, 2017.

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

See attached memo dated November 27, 2017.



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**Central Valley Regional Water Quality Control Board**

RECEIVED

22 November 2017

NOV 27 2017

CITY OF LATHROP  
COM. DEV. DEPT.

Rick Caguiat  
City of Lathrop  
Community Development Department  
390 Towne Centre Drive  
Lathrop, CA 95330

CERTIFIED MAIL  
91 7199 9991 7036 6996 5016

**COMMENTS TO REQUEST FOR REVIEW FOR THE LATHROP TOWNE CENTER VESTING TENTATIVE PARCEL MAP, SITE PLAN REVIEW & CONDITIONAL USE PERMIT (VTM-17-11, SPR-17-112 & CUP-17-113) PROJECT, SAN JOAQUIN COUNTY**

Pursuant to the City of Lathrop Community Development Department's 3 November 2017 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review* for the Lathrop Towne Center Vesting Tentative Parcel Map, Site Plan Review & Conditional Use Permit (VTM-17-11, SPR-17-112 & CUP-17-113) Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

**I. Regulatory Setting**

**Basin Plan**

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER

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amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/).

### **Antidegradation Considerations**

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:  
[http://www.waterboards.ca.gov/centralvalleywater\\_issues/basin\\_plans/sacsjr.pdf](http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf)

In part it states:

*Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.*

*This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.*

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

## **II. Permitting Requirements**

### **Construction Storm Water General Permit**

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as



stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

**Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup>**

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/municipal\\_permits/](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/).

For more information on the Caltrans Phase I MS4 Permit, visit the State Water Resources Control Board at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/caltrans.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtml).

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/phase\\_ii\\_municipal.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml)

**Industrial Storm Water General Permit**

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

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<sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/industrial\\_general\\_permits/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml).

#### **Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

#### **Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance (i.e., discharge of dredge or fill material) of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

#### **Waste Discharge Requirements (WDRs)**

##### *Discharges to Waters of the State*

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

##### *Land Disposal of Dredge Material*

If the project will involve dredging, Water Quality Certification for the dredging activity and Waste Discharge Requirements for the land disposal may be needed.

##### *Local Agency Oversight*

Pursuant to the State Water Board's Onsite Wastewater Treatment Systems Policy (OWTS Policy), the regulation of septic tank and leach field systems may be regulated

under the local agency's management program in lieu of WDRs. A county environmental health department may permit septic tank and leach field systems designed for less than 10,000 gpd. For more information on septic system regulations, visit the Central Valley Water Board's website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/owts/sb\\_owts\\_policy.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/owts/sb_owts_policy.pdf)

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit2.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml).

#### **Dewatering Permit**

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2003/wqo/wqo2003-0003.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf)

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/waivers/r5-2013-0145\\_res.pdf](http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf)

#### **Regulatory Compliance for Commercially Irrigated Agriculture**

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/irrigated\\_lands/app\\_appr](http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_appr)

oval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.

- 2. Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

#### **Low or Limited Threat General NPDES Permit**

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/general\\_orders/r5-2013-0074.pdf](http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf)

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/general\\_orders/r5-2013-0073.pdf](http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf)

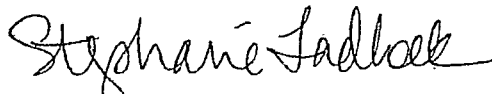
**NPDES Permit**

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit3.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml)

If you have questions regarding these comments, please contact me at (916) 464-4644 or [Stephanie.Tadlock@waterboards.ca.gov](mailto:Stephanie.Tadlock@waterboards.ca.gov).



Stephanie Tadlock  
Environmental Scientist



**SAN JOAQUIN**  
— COUNTY —  
*Greatness grows here.*

## Environmental Health Department

**Linda Turkatte, REHS, Director**

*Kasey Foley, REHS, Assistant Director*

**PROGRAM COORDINATORS**

Robert McClellon, REHS

Jeff Carruesco, REHS, RDI

Rodney Estrada, REHS

Willy Ng, REHS

Muniappa Naidu, REHS

November 30, 2017

City of Lathrop  
Community Development Department  
Planning Division  
Attn: Rick Caguiat, Senior Planner  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: City of Lathrop - Lathrop Towne Center Vesting Tentative Parcel Map, Site Plan Review & Conditional Use Permit, VTM-17-11, SPR-17-112, & CUP-17-113**

The San Joaquin County Environmental Health Department (EHD) has the following comments for consideration:

- A. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-1115.3 and 9-1115.6).
- B. Submit two (2) hardcopy sets, or one (1) electronic version, of food facility plans to the Environmental Health Department for review and approval prior to issuance of building permit(s) (California Retail Food Code, Article 1, 114380). The fee will be based on the current schedule at the time of payment.
- C. Before any hazardous materials/waste can be stored or used onsite, the owner/operator must report to the California Environmental Reporting System (CERS) which can be found at [cers.calepa.ca.gov/](http://cers.calepa.ca.gov/) for the following:
  - 1 Any amount of hazardous waste (for distribution centers this may include broken or damaged pallets (or individual containers) of hazardous materials, soaps, perfumes, cleaners, dyes, nicotine, over the counter medicines, or other household items packaged for sale that have been damaged; used oil, used oil filters, used oil-contaminated absorbent/debris, waste antifreeze, used batteries or other universal waste, etc.) –**Hazardous Waste Program.**
  - 2 Onsite treatment of hazardous waste – **Hazardous Waste Treatment Tiered Permitting Program.**
  - 3 Reportable quantities of hazardous materials-reportable quantities are 55 gallons or more of liquids, 500 pounds for solids, or 200 cubic feet for compressed gases, with some exceptions. Carbon dioxide is a regulated substance and is required to be reported as a hazardous material if storing 1,200 cubic feet (137 pounds) or more onsite in San Joaquin County – **Hazardous Materials Business Plan Program.**

- 4 Any amount of hazardous material stored in an Underground Storage Tank – Underground Storage Tank Program.
  - 5 Storage of at least 1,320 gallons of petroleum aboveground or any amount of petroleum stored below grade in a vault – Aboveground Petroleum Storage Program.
- D. If an underground storage tank (UST) system will be installed, a permit is required to be submitted to, and approved by, the San Joaquin County Environmental Health Department (EHD) before any UST installation work can begin. Additionally, an EHD permit to operate the UST is required once the UST system is installed.
- E. If 1,320 gallons or more of petroleum is to be stored aboveground then a Spill Prevention, Countermeasures and Control (SPCC) Plan is required. If any amount of petroleum is to be stored in a below grade vault, an SPCC plan is required.

Should you have any questions, please contact Steven Shih, Lead Senior Registered Environmental Health Specialist, at (209) 468-9850 or [sshih@sjcehd.com](mailto:sshih@sjcehd.com).



Rodney Estrada, REHS  
Program Coordinator



November 22, 2017

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NOV 27 2017

CITY OF LATHROP  
COM. DEV. DEPT.

Rick Caguiat, Senior Planner  
City of Lathrop  
Community Development Department  
390 Towne Centre Drive  
Lathrop, CA 95330

**Project: Lathrop Towne Center Vesting Tentative Parcel Map, Site Plan Review, & Conditional Use Permit (VTM-17-11, SPR-17-112 & CUP-17-113)**

**District CEQA Reference No: 20171244**

Dear Mr. Caguiat:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above consisting of subdividing an approximately 13-acre parcel into 6 individual commercial parcels and constructing a shopping center with an estimated floor area of 130,000 square feet of retail space and a hotel (Project). The Project is part of the Mossdale Landing East Supplemental Environmental Impact Report and is located at 17100 Golden Valley Parkway (APN: 191-190-49), in Lathrop, CA. The District offers the following comments:

**District Comments**

- 1) Pursuant to District Rule 9510 (Indirect Source Review) section 2.0, District Rule 9510 applies to any applicant that seeks to gain a final discretionary approval for a development project, or any portion thereof, which upon full build out would exceed any one of the applicability thresholds established in Section 2.1. The District has considered the information provided by the City of Lathrop, and has determined the Project received final discretionary approval before March 1, 2006, which is the effective date of the rule.

Therefore, the Project is not subject to Rule 9510. Please be aware that changes to the Project, i.e., change in land use type or increase in use intensity may exceed an applicability threshold, resulting in the Project being subject to District Rule 9510.

**Seyed Sadredin**  
Executive Director/Air Pollution Control Officer

Northern Region  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6081

Southern Region  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: 661-392-5500 FAX: 661-392-5585



- 2) Particulate Matter 2.5 microns or less in size (PM2.5) from under-fired charbroilers (UFCs) pose immediate health risk. Since the cooking of meat can release carcinogenic PM2.5 species like polycyclic aromatic hydrocarbons (PAH), controlling emissions from under-fired charbroilers will have a substantial positive impact on public health.

Charbroiling emissions occur in populated areas, near schools and residential neighborhoods, resulting in high exposure levels for sensitive Valley residents. The air quality impacts on neighborhoods near restaurants with UFCs can be significant on days when meteorological conditions are stable, when dispersion is limited and emissions are trapped near the surface within the surrounding neighborhoods. This potential for neighborhood-level concentration of emissions during evening or multi-day stagnation events raises environmental concerns.

In addition, the cooking emissions source category is one of the largest single contributors of directly emitted PM2.5 in the Valley. Photochemical modeling conducted for the 2012 PM2.5 Plan showed that reducing commercial charbroiling emissions is critical to achieving PM2.5 attainment in the Valley.

The District committed to amend Rule 4692 (Commercial Charbroiling) in 2016, with a 2017 compliance date, to add emission control requirements for UFCs, as committed to in the District's 2012 PM2.5 Plan. Installing charbroiler emissions control systems during construction of new facilities is likely to result in substantial economic benefit compared to costly retrofitting.

Therefore, the District strongly recommends that your agency require new restaurants that will operate UFCs to install emission control systems during the construction phase. To ease the financial burden for Valley businesses that wish to install control equipment before it is required, the District is offering incentive funding during the time leading up to the amendment to the rule. Restaurants with UFCs may be eligible to apply for funding to add emission control systems. Please contact the District at (559) 230-5858 for more information.

- 3) The proposed Project may require District permits. Prior to the start of construction the Project proponent should contact the District's Small Business Assistance Office at (559) 230-5888 to determine if an Authority to Construct (ATC) is required.
- 4) The proposed Project may be subject to the following District rules: Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the Project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

- 5) The District recommends that a copy of the District's comments be provided to the Project proponent.

The above list of rules is neither exhaustive nor exclusive. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559) 230-5888. Current District rules can be found online at: [www.valleyair.org/rules/1ruleslist.htm](http://www.valleyair.org/rules/1ruleslist.htm).

District staff is available to meet with you and/or the applicant to further discuss the regulatory requirements that are associated with this Project. If you have any questions or require further information, please call Stephanie Pellegrini at (559) 230-5820.

Sincerely,

Arnaud Marjollet  
Director of Permit Services



Brian Clements  
Program Manager

AM: sp

Mossdale Landing East  
Mitigation Monitoring and Reporting Program (MMRP)

Appendix "B" – Mitigation Monitoring Program

MOSSDALE LANDING EAST MITIGATION MONITORING PROGRAM (MMP)					
Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>5.0 AGRICULTURE</b>					
<i>Urban Agricultural Conflicts:</i>					
<b>5.1. Agricultural Barrier.</b> As development occurs under the phasing plan, fencing or other suitable barriers should be established at the interface between the phases that are developing and adjacent to agricultural land so as to reduce the potential of urban-agricultural conflicts resulting from trespass, vandalism, crop and equipment damage and theft.	Prior to issuance of Occupancy Permit	Project Sponsor	Approval of fencing plan	City Community Development	
<b>6.0 AIR QUALITY</b>					
<i>Construction-Related Emissions</i>					
<b>6.1. SJVAPCD Compliance.</b> The owners, developers and/or successors-in-interest shall comply with all applicable requirements of SJVAPCD Regulation VIII, including compliance with the following Air Quality mitigation measures 6.2 through 6.10.	Prior to issuance of Rough Grading Permits, during grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.2. Visible Dust.</b> Visible Dust Emissions (VDE) from construction, demolition, excavation or other earthmoving activities related to the project shall be limited to 20% opacity or less, as defined in Rule 8011, Appendix A. The dust control measures specified in mitigation measures 6.3 through 6.10 shall be applied as required to maintain the VDE standard.	Prior to issuance of Rough Grading Permits, during grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.3. Pre-watering.</b> Pre-water all land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activity sites and phase earthmoving.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>6.4. Disturbance-Area Dust Control.</b> Apply water, chemical/organic stabilizer/ suppressant, or vegetative ground cover to all disturbed areas, including unpaved roads.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.5. Restricted Vehicular Access.</b> Restrict vehicular access to the disturbance area during periods of inactivity.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.6. Material Dust Control.</b> Apply water or chemical/organic stabilizers/ suppressants, construct wind barriers and/or cover exposed potentially dust-generating materials.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.7. Off-site Transport.</b> When materials are transported off-site, stabilize and cover all materials to be transported and maintain six inches of freeboard space from the top of the container.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.8. Carryout and Trackout.</b> Remove carryout and trackout of soil materials on a daily basis unless it extends more than 50 feet from site; carryout and trackout extending more than 50 feet from the site shall be removed immediately. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden. If the project would involve more than 150 construction vehicle trips per day onto the public street, additional restrictions specified in Section 5.8 of Rule 8041 will apply.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>6.9. Traffic Speed.</b> Traffic speeds on unpaved roads shall be limited to 15 mph.	During grading for each phase	Project Sponsor	Verify that requirements are included in grading contracts	City Public Works	
<b>6.10. Dust Control Plan.</b> The owners, developers and/or successors-in-interest shall submit a Dust Control Plan to the SJVAPCD at least 30 days prior to the start of construction activity, as required by Rule 8021, for any activities that involve more than 40 acres of disturbed surface area or will include moving more than 2,500 cubic yards per day of bulk materials on at least three days.	Prior to issuance of Rough Grading Permit - each phase greater than 40 acres	Project Sponsor	Verify that Dust Control Plan submitted to SJVAPCD	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><i>Ozone Precursor Emissions:</i>  <b>6.11. Air Quality Emission Reduction Strategies.</b> The proponents shall implement the following mitigation measures:</p> <ul style="list-style-type: none"> <li>• Install central water heaters in all residential and commercial buildings.</li> <li>• Prohibit the use of wood stoves or fireplaces in all residential dwellings.</li> <li>• Orient buildings north/ south to take advantage of solar heat gain.</li> <li>• Provide bus turnouts and transit improvements where requested by SMART</li> <li>• Provide sidewalks and/ or pedestrian paths.</li> <li>• Provide direct pedestrian connections.</li> <li>• Provide street lighting.</li> <li>• Provide pedestrian signalization and signage.</li> <li>• Provide bike lanes/paths connecting to bikeway system.</li> <li>• Provide shade trees to shade sidewalks.</li> <li>• Provide pedestrian safety designs/</li> <li>• Infrastructure at crossings.</li> <li>• Provide secure bicycle parking</li> <li>• Provide outdoor electric outlets and gas hook-ups</li> </ul>	<p>Prior to approval of improvement plans for each phase, prior to issuance of building permits, prior to occupancy, and during operation, depending on the measure</p>	<p>Project Sponsor</p>	<p>Verify that strategies are included in Ozone Mitigation Plan (see Mitigation Measure 6.12 below)</p>	<p>City Public Works - for requirements prior to improvement plans  City Building Services – for requirements prior to building permit, or prior to occupancy</p>	
<p><b>6.12. Ozone Precursor Mitigation Plan.</b> The applicants shall prepare and implement an ozone precursor mitigation plan that incorporates feasible elements of the list included in the APCD's Draft EIR comment letter of January 21, 2004. The plan shall be subject to the review and approval of the Director of Community Development.</p>	<p>Prior to first Final Map</p>	<p>Project Sponsor</p>	<p>Approval of first Final Map</p>	<p>City Community Development</p>	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>7.0 BIOLOGICAL RESOURCES</b>					
<i>Sensitive Species in SJMSCP:</i> <b>7.1. SJMSCP Fee.</b> The project proponent shall pay the applicable SJMSCP fee.	Prior to the issuance of any rough grading permit	Project Sponsor	Verify payment of fees	City Community Development	
<b>7.2. Incidental Take Avoidance.</b> The Project proponents shall implement other "Incidental Take Avoidance Measures" as specified in the SJMSCP.	Prior to disturbance of land	Project Sponsor	Verification of permit from regulatory agencies	City Community Development	
<b>8.0 CULTURAL RESOURCES</b>					
<i>Unknown Archeological Resources:</i> <b>8.1. Discovery of Subsurface Cultural Materials.</b> If subsurface cultural materials are encountered, all construction activities in that area shall be halted until a qualified archaeologist can examine these materials and make a determination of their significance. The City of Lathrop Community Development Department shall be notified, and impacts on significant cultural resources shall be mitigated pursuant to the requirements of the CEQA Guidelines.	During construction, each phase	Project Sponsor	Approval of archaeological consultant, upon notification.	City Community Development	



**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>8.2. Discovery of Human Remains.</b> If human remains are encountered at any time during the development of the project, all work in the vicinity of the find shall halt, and the County Coroner and the Community Development Department shall be notified immediately. If the remains are of Native American origin, the Coroner must contact the Native American Heritage Commission. At the same time, a qualified archaeologist must be contacted to evaluate the archaeological implications of the finds. The CEQA Guidelines detail additional steps to be taken if human remains are found to be of Native American origin.</p>	During construction, each phase	Project Sponsor	Approval of archaeological consultant, upon notification.	City Public Works and Community Development, County Coroner, NAHC as appropriate	
<b>10.0 GEOLOGY AND SOILS</b>					
<p><i>Seismic and Soils Hazards:</i> <b>10.1. Geotechnical Reports.</b> The project proponent shall submit copies of project geotechnical reports prepared by qualified geotechnical or soils engineers for review and approval.</p>	Prior to disturbance of land	Project Sponsor	Report received prior to issuance of Rough Grading Permit	City Public Works	
<p><b>10.2. Soil Engineer's Recommendations.</b> All proposed development shall conform to the soil engineer's recommendations, as detailed in the approved soils report.</p>	Prior to grading of building pads	Project Sponsor	Approval of Grading Permit	Building Division	
<p><i>Soil Erosion:</i> <b>10.3. Storm Water Quality.</b> Comply with mitigation measures identified for storm water quality effects in Chapter 12.0, Hydrology and Water Quality.</p>	See Measures 12.2 and 12.2 below	See Measures 12.2 and 12.2 below	Measures 12.1, 12.2 below	See Measures 12.2 and 12.2 below	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>12.0 HYDROLOGY AND WATER QUALITY</b>					
<i>Construction Effects on Surface Water Quality:</i>					
<b>12.1. NPDES and SWPPP.</b> The project proponent shall prepare a Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP) and submit these documents to the California Regional Water Quality Control Board and the City of Lathrop.	Prior to grading	Project Sponsor	Copy of SWPPP and discharge permit number filed with City	City Public Works and Building Division	
<b>12.2. NPDES, SWPPP and SWMP Implementation.</b> The proponent shall implement all relevant provisions of the SWPPP, the City Storm Water management Plan (SWMP) and Construction General Permit during project construction.	Upon completion of grading, prior to building permit	Project Sponsor	On-site inspection, prior to Building Permit	Building Division	
<b>14.0 NOISE</b>					
<i>Construction Noise:</i>					
<b>14.1. Construction Period.</b> Construction activities should be restricted to the daytime hours of 7:00 a.m. to 7:00 p.m. In addition, all equipment shall be fitted with factory-equipped mufflers, and in good working order.	During Construction	Project Sponsor	Verify that requirements are included in construction contracts	City Building Services	
<i>Traffic Noise at Proposed Residential Land Uses:</i>					
<b>14.2. Noise Barrier.</b> The project proponent shall construct a noise barrier with a total height of eight feet along the rear property lines of residential lots adjacent to Golden Valley Parkway.	Prior to approval of Final Map for the subject portion of the site.	Project Sponsor	NDR for noise barrier	Community Development	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>15.0 PUBLIC SERVICES</b>					
<i>Law Enforcement:</i>					
<b>15.1. Police Start-Up Costs.</b> The applicant shall pay a one-time start-up cost associated with police services needed to serve the project. The one-time start-up cost for police service shall be based on the proportionate share of the costs for employing two full-time police officers and one police vehicle per each 428 residential units.	Prior to Final Map, each phase	Project Sponsor	Verification of payment prior to approval of Final Map(s)	City Police Services Department	
<b>15.2. Construction Security.</b> The applicant shall fence, provide night lighting and provide private security for contractors' storage yards during the construction phases of new development to prevent theft and vandalism, and to reduce calls for assistance from the Police Department.	Prior to Building Permit	Project Sponsor	Approval of Security Plan	City Police Services Department	
<b>15.3. Public Safety Review.</b> The proposed map, circulation designs, residential numbering and other elements of the project shall be subject to the review of, and developed in coordination with the LMFD, Police and Public Works Departments.	Prior to Final Map, each phase	Project Sponsor	Approval of Final Map	City Public Works, Building Services, Police Services; LMFD	
<b>15.4. Preemption Devices.</b> The applicant shall be responsible for providing traffic control preemption devices on all traffic lights to be constructed in conjunction with MLE development.	Prior to approval of Final Map	Project Sponsor	Traffic signal design approval	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><i>Animal Control Services:</i>  <b>15.5. Animal Control Start-Up Costs.</b> The applicant shall pay a one-time start-up cost associated with animal control services needed to serve the project. The one-time start-up cost for animal control service shall be based on one-half of the City's costs for employing an animal control officer.</p> <p>Additionally, the applicant shall pay their proportionate share of ongoing costs associated with additional services until revenues generated from the project can cover the cost.</p>	<p>Prior to Final Map – each phase</p> <p>Annual basis</p>	Project Sponsor	<p>Verification of payment prior to approval of Final Map(s)</p> <p>Verification of payment through CFD</p>	City Animal Control	
<p><b>15.6 CFF Fees.</b> The applicants shall pay Capital Facilities Fees to defray capital facilities costs associated with an animal control facility.</p>	Prior to Building Permits, each phase	Project Sponsor	Verification of payment prior to approval of Building Permit.	City Public Works	
<p><b>15.7. Homeowner Notification.</b> The applicant shall provide each new homeowner with a pamphlet detailing the responsibilities of pet ownership, the City's leash law and procedures for dealing with wildlife.</p>	Prior to close of escrow on the sale of each residential unit	Project Sponsor	Home buyers to signify receipt of the required documents, Project Sponsor to compile receipts as verification.	City Animal Control	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><i>Fire Protection:</i> <b>15.8. Fire Facility Fees.</b> The applicant shall pay applicable Fire Facility Fees at the time of building permit issuance in accordance with the City of Lathrop's fee schedule in force at the time of development. If required in order to maintain fire district response time standards, and when requested by the fire district, the City may require that these fees be paid at the time of filing of final maps.</p>	Prior to Building Permit or Final Map – each phase	Project Sponsor	Verification of payment prior to approval of Building Permit or Final Map	City Building Services	
<p><b>15.9. Improvement Plan Review.</b> Improvement plans for each phase of development shall be subject to the review of the Lathrop-Manteca Fire Protection District, including consideration of the need to maintain secondary access to properties requiring fire protection.</p>	Prior to approval of improvement plans – each phase	Project Sponsor	Approval of Final Map	Lathrop Manteca Fire District or City Public Works	
<p><b>15.10. Public Safety Review.</b> The map, improvement plans and other project plans and specifications shall be coordinated with the Lathrop Police, Fire and Public Works Departments.</p>	See Mitigation Measure 15.3	See Mitigation Measure 15.3	See Mitigation Measure 15.3	See Mitigation Measure 15.3	
<p><b>15.11. Uniform Fire Code.</b> Planned water distribution facilities shall be designed in order to meet applicable, adopted Uniform Fire Code requirements for the proposed land uses.</p>	Prior to approval of Final Map(s)	Project Sponsor	Review and approval of improvement plans prior to approval of Final Maps	City Public Works	
<p><i>Parks and Recreation:</i> <b>15.12. Park Dedication.</b> The project proponent shall dedicate park sites shown in the UDC for public/recreational use.</p>	Prior to approval of first Final Map, Unit 2	Project Sponsor	Offer of dedication received prior to approval of Final Map	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>15.13. Park In-Lieu Fees and CFF Fees.</b> After consideration of parkland dedications, the applicant shall pay any remaining required parkland in-lieu fees. The applicant shall pay required Cultural and Leisure Capital Facilities Fees in order to meet parkland requirements generated by the project.	Park in-lieu fee - prior to approval of Final map, each phase  CFF fees- prior to approval of Building Permit	Project Sponsor	Verification of payment prior to approval of Final Maps and Building Permits	City Public Works and Building Services	
<b>15.14. Linear Park Improvements.</b> Linear river park improvements shall conform to design standards provided by the City.	Prior to approval of first Final Map, Unit 2	Project Sponsor	Parks site Plan reviewed by Park & Rec. Comm. and Planning Comm, approval by City Council	City Community Development	
<i>Schools:</i> <b>15.15. School Fees.</b> Consistent with Government Code sections 53080-53080.15 and 65995-65995.3, the project proponents shall pay adopted developer fees toward construction of new schools prior to issuance of construction permits in accordance with the rate at the time of building permits.	Prior to Building Permit	Project Sponsor	Verification by copy of receipt for payment of fees from MUSD	City Building Services	
<b>16.0 TRANSPORTATION AND CIRCULATION</b>					
<i>Year 2007 Intersection LOS Impacts:</i> <b>16.1. CFF Transportation Impact Fees.</b> The City of Lathrop shall ensure that the project applicant pays its applicable Transportation Impact Fee for its fair share contribution towards improvements at the River Islands Parkway/I-5 Southbound Ramps.	Prior to Building Permit	Project Sponsor	Verification of CFF TIF payment prior to approval of Building Permit	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>16.2. CFF Transportation Impact Fees.</b> The City of Lathrop shall ensure that the project applicant pays its applicable Transportation Impact Fee for its fair share contribution toward improvements at the River Islands Parkway/I-5 Northbound Ramps.	Prior to Building Permit	Project Sponsor	Verification of CFF TIF payment prior to approval of Building Permit	City Public Works	
<b>16.3. TMP.</b> The project applicant shall participate in the Mossdale Landing Traffic Monitoring Program.	Funded on annual basis and/or prior to each Final Map or commercial building permit	Project Sponsor	Verify fair-share payment of TMP fees.	City Public Works	
<i>Year 2007 Freeway LOS:</i> <b>16.4. CFF Transportation Impact Fees (Regional).</b> The City of Lathrop shall ensure that the project applicant pays its applicable Transportation Impact Fee for its fair share contribution for I-5 and I-205 freeway improvements.	Prior to Building Permit	Project Sponsor	Verification of CFF TIF payment prior to approval of Building Permit	City Public Works	
<i>Year 2025 Intersection LOS Impacts:</i> <b>16.5. CFF Transportation Impact Fees.</b> (See Mitigation Measure 16.1)	See Mitigation Measure 16.1	See Mitigation Measure 16.1	See Mit. Measure 16.1	See Mitigation Measure 16.1	
<b>16.6. CFF Transportation Impact Fees.</b> (See Mitigation Measure 16.2)	See Mitigation Measure 16.2	See Mitigation Measure 16.2	See Mit. Measure 16.2	See Mitigation Measure 16.2	
<b>16.7. CFF Transportation Impact Fees.</b> The City of Lathrop shall ensure that the project applicant pays its applicable Transportation Impact Fee for its fair share contribution towards improvements at River Islands Parkway/Golden Valley Parkway.	Prior to Building Permit	Project Sponsor	Verification of CFF TIF payment prior to approval of Building Permit	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>16.8 Golden Valley Parkway Improvements.</b> The project applicant is fully responsible for design and construction costs of improvements at River Islands Parkway/Golden Valley Parkway as follows:</p> <ul style="list-style-type: none"> <li>• Add third through lanes to the north and southbound Golden Valley Parkway approaches.</li> </ul>	Rejected in favor of alternative project improvement requirements for Golden Valley Parkway, per Tentative Map Conditions of Approval				
<p><b>16.9. Towne Centre Drive Improvements.</b> The project applicant is fully responsible for design and construction costs of improvements at Golden Valley Parkway/Towne Centre Drive as follows:</p> <ul style="list-style-type: none"> <li>• Add a second right turn lane to the westbound Towne Centre Drive approach.</li> </ul>	Prior to issuance of building permits for Parcel F	Project Sponsor	Review and approval of improvement plans	City Public Works	
<p><i>Year 2025 Freeway LOS:</i> <b>16.10. CFF Transportation Impact Fees (Regional).</b> The City of Lathrop shall ensure that the project applicant pays its Applicable Transportation Impact Fee for its fair share contribution for I-5 and SR 120 freeway improvements.</p>	See Mitigation Measure 16.4	See Mitigation Measure 16.4	See Mit. Measure 16.4	See Mitigation Measure 16.4	
<p><i>Existing Plus Project Intersection LOS:</i> <b>16.11. River Islands Parkway Improvements.</b> The project applicant is fully responsible for design and construction costs of improvements at River Islands Parkway/I-5 Southbound Ramps as follows:</p> <ul style="list-style-type: none"> <li>• Add a second lane to the eastbound River Islands Parkway approach.</li> </ul>	Prior to issuance of first non-residential building permit, Parcel G	Project Sponsor	Approval of improvement plans and/or bonding of improvement	City Public Works	



**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>16.12. Louise Avenue Interchange Improvements.</b> The project applicant is fully responsible for design and construction costs of improvements at River Islands Parkway-Louise Avenue/I-5 Northbound Ramps as follows:</p> <ul style="list-style-type: none"> <li>• Add a third northbound off-ramp lane and stripe as two exclusive right turn lanes and a combined through/left turn lane.</li> </ul>	When required per City TMP	Project Sponsor	Verify payment of CFF TIF fees, or construct as required with CFF reimbursements	City Public Works	
<p><b>16.13. Signalize River Islands Parkway /Golden Valley Parkway.</b> The project applicant is fully responsible for design and construction costs of improvements at River Islands Parkway/Golden Valley Parkway as follows:</p> <ul style="list-style-type: none"> <li>• Signalize the intersection</li> </ul>	Prior to Approval of first Final Map	Project Sponsor	Guaranteed prior to approval of first Final Map, installed at time of warrant	City Public Works	
<p><i>Existing Plus Project Signal Warrant:</i>  <b>16.14. Signalize River Islands Parkway /Golden Valley Parkway.</b> The project applicant is fully responsible for design and construction costs of improvements at River Islands Parkway/Golden Valley Parkway as follows:</p> <ul style="list-style-type: none"> <li>• Signalize the intersection</li> </ul>	See 16.13 above	See 16.13 above	See 16.13 above	See 16.13 above	
<p><i>Construction Traffic:</i>  <b>16.15. Construction Delivery Traffic.</b> No construction delivery truck traffic shall be allowed on the local roadway network before 8:00 AM or after 4:30 PM.</p>	Throughout construction period	Project Sponsor	Verify that requirements are included in construction contracts	City Building Services	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>16.16. Construction Worker Traffic.</b> No construction worker traffic shall be allowed on the local roadway network between 6:30 and 8:30 AM and between 4:30 and 6:00 PM.	Throughout construction period	Project Sponsor	Verify that requirements are included in construction contracts	City Building Services	
<b>16.17. Pavement Repairs.</b> All degradation of pavement condition along Louise Avenue and Manthey Road due to Mossdale Landing East construction traffic will be fully repaired to the satisfaction of the City of Lathrop. City staff and project applicant shall jointly monitor the condition of each roadway every six months.	Throughout Construction	Project Sponsor	Prepare status reports on 6-month intervals during construction	City Public Works	
<i>Internal Circulation:</i> <b>16.18. Street Widths.</b> All proposed residential streets shall be 36 feet wide curb-to-curb on the approaches to and through each major curve (as listed in the impact section), or that on-street parking be prohibited on the inside of all 90-degree or sharper curves.	Prior to approval of Final Map - each phase	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.19. McKee Boulevard.</b> McKee Boulevard shall be widened to provide left turn lanes on the approaches to Johnson Ferry Road, Street D, Street C, and any driveways serving the village commercial or apartment complex parking lots.	Prior to approval of Final Map for each Phase in which referenced streets and intersections occur	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.20. Street "R" Width.</b> Widen Street R (in Unit 2) to at least 36 feet curb-to-curb for at least 100 feet west of Golden Valley Parkway and prohibit parking on the north side of the street at least 50 feet from Golden Valley Parkway.	Prior to approval Final Map for Unit 2	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.21. Driveway Prohibitions –Golden Valley Parkway.</b> Prohibit outbound movements at any driveway connection to Golden Valley Parkway north of the main entrance to the Highway Commercial area.	Prior to issuance of building permits for Parcel G	Project Sponsor	Review and approval of improvement plans	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>16.22. Driveway Prohibitions – Street “N”.</b> Limit proposed driveway connections to Street N to a single driveway connection about midway between Golden Valley Parkway and Manthey Rod.	Prior to issuance of building permits for Parcel G	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.23. Diagonal Parking Restrictions.</b> Prohibit diagonal parking along Street N in close proximity to the Golden Valley Parkway or Manthey Road intersections.	Prior to issuance of building permits for Parcels G or F	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.24. Manthey Road Turn Lanes.</b> Provide right and left turn deceleration lanes on the approaches to both Manthey Road project driveways and a right turn deceleration lane on the southbound Manthey Road approach to Towne Centre Drive.	Prior to issuance of building permits for Parcel F	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.25. Diagonal Parking Restrictions.</b> Prohibit diagonal parking along Street N in close proximity to the Golden Valley Parkway or Manthey Road intersections.	See 16.23 above	See 16.23 above	See 16.23 above	See 16.23 above	
<b>16.26. Service Commercial Access.</b> Access to the Service Commercial area along Street N should be located about halfway between Golden Valley Parkway and Manthey Road (opposite the proposed new access to the highway commercial center). Potentially provide an all-way-stop control at this intersection.	Prior to issuance of building permits for Parcel F	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.27. Diagonal Parking Restrictions.</b> Prohibit diagonal parking along Towne Centre Drive in close proximity to Golden Valley Parkway (at least 150 to 200 feet from Golden Valley Parkway).	Prior to issuance of building permits for Parcel E	Project Sponsor	Review and approval of improvement plans	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>16.28. McKee Boulevard Driveway Restrictions.</b> Provide at least 100 feet of separation between the intersection of McKee/Street C and any driveway connections along McKee Boulevard to the Village Commercial parcels. Any village commercial and apartment complex driveways should also not be moved any closer than 150 feet from the Towne Centre Drive traffic circle approach (i.e. no closer than currently shown on the UDC plan).</p>	Prior to issuance of building permits for Parcel E	Project Sponsor	Review and approval of improvement plans	City Public Works	
<p><b>16.29. Manthey Road Turn Lanes.</b> Provide right and left turn deceleration lanes on the Manthey Road approaches to the commercial access driveway in Unit 2, and limit access to a single driveway.</p>	Prior to issuance of building permits for Parcel J, Unit 2	Project Sponsor	Review and approval of improvement plans	City Public Works	
<p><i>Pedestrian Circulation:</i> <b>16.30. Mid-Block Crossing Restrictions.</b> Relocate the walkways connecting the northerly single-family subdivision to Golden Valley Parkway to the locations of the proposed signalized shopping center access intersections along the parkway – or – maintain walkways in their currently proposed locations and develop a design for the Golden Valley Parkway median that will prohibit or severely discourage mid-block pedestrian/bike crossings.</p>	Prior to approval of Final Map for each Phase in which referenced walkways occur	Project Sponsor	Review and approval of improvement plans	City Public Works, Community Development and Chief of Police	
<p><i>Transit Service:</i> <b>16.31. Transit Routes and Stops.</b> The project applicant should work with local transit agency to incorporate potential future transit route and transit stop designs into their plans for McKee Boulevard, Golden Valley Parkway, Manthey Road, Street N and Towne Centre Drive.</p>	Prior to approval of each Final Map	Project Sponsor	Copy of correspondence with transit authority submitted with 2 <sup>nd</sup> submittal of improvement plans	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<b>16.32. Transit Routes and Stops, Commercial Areas.</b> All project commercial area developers should work with the local transit agency to incorporate transit route and transit stop designs into their futures plans.	Prior to approval of each commercial building permit	Project Sponsor	See 16.31 above	City Public Works	
<i>Bicycle Circulation:</i> <b>16.33. Street Widths</b> Widen all streets within the northerly subdivision to 36-foot widths on the approaches and through each curve (see locations in the internal circulation section). Or, prohibit parking on the inside of each 90-degree or sharper curve.	Prior to approval of Final Map - each phase	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>16.34. Pedestrian/Bike Safety.</b> Design the one-parcel-long pathway connecting Street A in the northerly subdivision to Louise Avenue to require bike riders to dismount or proceed slowly near Louise Avenue.	See 16.30 above	See 16.30 above	See 16.30 above	See 16.30 above	
<b>16.35. Mid-Block Crossing Restrictions.</b> (See Mitigation Measure 16.30 above).	See 16.30 above.	See 16.30 above.	See 16.30 above.	See 16.30 above.	
<b>16.36. McKee Boulevard Turn Lanes.</b> Provide left turn lanes on the McKee Boulevard approach to all intersections as well as the village commercial/apartment complex driveways.	Prior to approval of Final Map for each Phase in which referenced intersections occur	Project Sponsor	Review and approval of improvement plans	City Public Works	
<b>17.0 UTILITIES</b>					
<i>Municipal Water Supplies:</i> <b>17.1. Water Allocations.</b> Proportionate share groundwater and surface water allocations shall be acquired for the proposed project site before the project connects to the municipal water system.	Prior to residential Final Maps or commercial building permits – each phase	Project Sponsor	Verify funding of well field expansion agreements for water service connections	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><i>Wastewater Treatment Capacity:</i>  <b>17.2. Wastewater Treatment Capacity.</b> The owners, developers, and successors-in-interest shall not exceed their allotted wastewater treatment capacity, namely 125,000 gpd. However, if project demands exceed the allotment, additional capacity must be acquired before additional construction can occur.</p>	Prior to residential Final Maps or commercial building permits – each phase	Project Sponsor	Verify funding of additional WRP-1 agreements for waste water treatment capacity	City Public Works	
<p><b>17.3. WPR-1 Funding Agreement.</b> The owners, developers, and successors-in-interest shall reimburse sewer consortium properties for their share of WRP-1 expansion improvements.</p>	Prior to residential Final Maps or commercial building permits – each phase	Project Sponsor	Verify funding of WRP-1 agreements for needed wastewater treatment capacity	City Public Works	
<p><i>Wastewater Collection Systems:</i>  <b>17.4. Wastewater Collection System.</b> If wastewater infrastructure required to connect the project site to WRP-1 is unavailable to either Unit 1 or Unit 2, the project proponents shall construct the necessary wastewater collection system improvements prior to occupation of the first house.</p>	Improvement plans submitted and approved prior to Final Map. Connections required prior to occupancy	Project Sponsor	Approval of improvement plans, Sewer service account established	City Public Works	
<p><b>17.5. Funding of Infrastructure Improvements.</b> The owners, developers and successors-in-interest shall pay their proportionate share of wastewater infrastructure improvements, in accordance with established fee programs.</p>	Reimbursement fees – prior to Final Map– each phase  CFF fees – prior to Building Permit	Project Sponsor	Verification of fee payment prior to approval of Final map / Building Permit	City Public Works	

**MOSSDALE LANDING EAST  
MITIGATION MONITORING PROGRAM (MMP)**

Mitigation Measure	Timing / Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<i>Recycled Water Systems:</i> <b>17.6. Water Recycling Facilities.</b> Proposed water recycling facilities shall be subject to the review and approval, including all conditions and requirements imposed on said facilities through review by City of Lathrop, Regional Water Quality Control Board and other agencies.	Prior to Final Map— each phase	Project Sponsor	Approval of improvement plans	City Public Works	

Conditions of Approval of Vesting Tentative Map Tract 3073, Unit 1  
(McKee Properties), adopted by the City of Lathrop on March 2, 2004 by  
Resolution 04-1626)



**RESOLUTION NO. 04-1626**

**A RESOLUTION OF THE CITY COUNCIL  
APPROVING THE VESTING TENTATIVE MAP FOR TRACT 3073**

WHEREAS, Chapter 16.12 of the Lathrop Municipal Code provides for the review and recommendations of the City's Planning Commission on all vesting tentative subdivision maps; and

WHEREAS, notices describing the proposed Vesting Tentative Map for Tract 3073 of the Mossdale Landing East Project ("VTM") were sent to neighboring property owners pursuant to Section 16.12.050(B) of the Lathrop Municipal Code; and

WHEREAS, prior to recommending adoption of the proposed VTM, the Planning Commission adopted Resolution No. 04-02, recommending that the City Council adopt a resolution Certifying the EIR, Making Findings Concerning Mitigation Measures, Adopting a Mitigation Monitoring and Reporting Program, Making Findings Concerning Alternatives and Adopting a Statement of Overriding Considerations in Accordance with the California Environmental Quality Act for the Mossdale Landing East Project ("CEQA Resolution"); and

WHEREAS, the Mossdale Landing East Project includes all of the Mossdale Landing East Project entitlements, including the CEQA Resolution, Planning Commission Resolution No. 04-03 ("Urban Design Concept Resolution"), Planning Commission Resolution No. 04-06 ("Development Agreement Resolution"), City Council Ordinance No. 04-~~228~~, ("Development Agreement Ordinance"), Planning Commission Resolution No. 04-04 ("Williamson Act Cancellation Recommendation Resolution"), City Council Resolution 04-~~1625~~ ("Williamson Act Tentative Cancellation Resolution"), and this Vesting Tentative Map Resolution for Tract 3073 (collectively the "Mossdale Landing East Project" or "Project"); and

WHEREAS, before recommending approval of the VTM, the City Council reviewed and considered the information contained in the Final Environmental Impact Report for the Mossdale Landing East Project (SCH #2002052083) ("FSEIR"), and finds that mitigation measures identified in the FSEIR have been imposed on and incorporated into the Mossdale Landing East Project which mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such changes can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the Planning Commission has reviewed the VTM for the Mossdale Landing East Project Property, conducted a public hearing, and passed Planning

City Council Resolution 04-1626  
Recommending Approval of VTM Tract 3073  
Page 1 of 4

Commission Resolution No. 04-05, finding the VTM for the Mossdale Landing East Project is consistent with the Mossdale Landing East UDC and recommending that the City Council approve the VTM for Tract 3073.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL APPROVES THE VTM FOR TRACT 3073, AS FOLLOWS:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain VTM, substantially in the form on file with the City Clerk, relative to the proposed development of the Mossdale Landing East Project on certain real property consisting of approximately 151 acres located in the City of Lathrop, as more particularly described in the attached EXHIBIT A ("Property").

Section 2. Vesting Tentative Map Findings. Pursuant to Sections 66473.5 and 66474 of the Subdivision Map Act and Sections 16.12.010 through 16.12.080 of the City of Lathrop Municipal Code, the Planning Commission finds and determines as follows:

a. The VTM is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan ("General Plan"), because the VTM for Tract 3073 provides for the subdivision of the Property to allow development in accordance with the General Plan land use designations and the policies including: Low Density Residential (1-7 du/net ac maximum), Medium Density residential (8-15 du/net ac maximum), High Density Residential (16-25 du/net ac maximum), Village Commercial, Highway Commercial, Neighborhood Commercial, Public Use, Semi-Public Use, Institutional Use, and Resource, Conservation and Open Space land use designations.

b. The design or improvement of the proposed subdivision on the Property is consistent with the General Plan and 1995 West Lathrop Specific Plan, ("Specific Plan") and the Infrastructure Master Plan for Mossdale Landing because adequate infrastructure and services will be extended to the Property and will be available to serve the demand for services generated by the subdivision, including water, sanitary sewer, storm drain facilities and roadways.

c. The VTM for the Property is consistent with the objectives, policies, general land uses and programs specified in the Specific Plan because it is compatible with the uses authorized and the regulations prescribed for the land use districts in which the Property is located. Specifically, the land uses will be developed in accordance with the Specific Plan land use designations and densities that apply to the Property: Residential Low (3-9 du/A); Residential High (15-40 du/A); Neighborhood Park; Service Commercial; Highway Commercial, and Village Commercial. Additionally, the conditions of approval for the VTM for the Property require the provision of open space within the Property and the provision of spray fields for wastewater discharge and disposal as required by the City's Master Plans.

d. The site is physically suitable for the proposed density of development as discussed in Findings a. and c. above.

e. The site is physically suitable for the types of and densities of development proposed for the Property because the proposed development is planned to respect and enhance the site's natural form and environmental attributes and the proposed Project is designed to avoid areas of potential geologic instability, sensitive vegetation and wildlife resources, and significant cultural resources. The potential for regional subsidence or uplift is considered very low because of the absence of active faults underlying the central portion of the San Joaquin Valley, where the Property is located, and the lack of sufficient ground motion to induce regional subsidence. No active faults are mapped across the project site by the California Geological Survey or the United States Geological Survey. Based on the results of the geotechnical study of the Property, roads, residential, recreational, service commercial, village commercial, highway and other public facilities shall be designed to avoid or significantly minimize exposure to identified soils constraints. Recommendations presented in the geotechnical study have been included in the design of the facilities. With respect to sensitive vegetation and wildlife resources and significant cultural resources, the Project applicants and developers shall pay mitigation fees to acquire open space and habitat conservation areas to avoid or mitigate impacts to such resources.

f. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat because all potential impacts related to terrestrial biology and fisheries have mitigated to a less-than-significant level as set forth more specifically in Chapter 7 of the Draft EIR. Specific measures incorporated into the Mossdale Landing East Project development of the Property include participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

g. The design of the subdivision or type of improvements is not likely to cause serious public health problems because the Mossdale Landing East Project will not involve the use, storage, or disposal of hazardous materials nor engage in hazardous activities. The design of the subdivision ensures the development of adequate water, wastewater, recycled water, fire, police and solid waste services within the Mossdale Landing East Project. Payment of fees to construct, equip, and manage fire stations will assure capability to deal effectively with emergency service demands resulting from natural or man-made disasters or other causes. Prior to preparation of the Specific Plan, hydrologic and engineering analyses were done to assess the prevailing subsurface conditions of the Property. Based on these analyses, engineering concepts for the storm drainage system and the system of roads and utilities have been incorporated into the Specific Plan.

h. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

i. The Property is subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

j. The VTM for the Property is in conformity with the provisions of the law and of Title 16 of the Lathrop Municipal Code.

k. The VTM is conditioned on the availability of a sufficient water supply based on a written verification in accordance with Government Code § 66473.7.

l. The discharge of recycled water from the proposed subdivision of the Property will not result in violation of existing requirements prescribed by the Regional Water Quality Control Board.

m. The VTM is consistent with the Mossdale Landing East Urban Design Concept ("UDC") because it is compatible with the UDC's design standards, setback requirements, lot standards and circulation design.

Section 3. The VTM for Unit 1 is subject to the conditions set forth in EXHIBIT B, attached hereto and incorporated by this reference. The VTM for Unit 2 is subject to the conditions set forth in EXHIBIT C, attached hereto and incorporated herein by this reference.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution and the evidence in the Staff Report, the City Council approves the VTM, substantially in the form on file with the City Clerk, subject to the attached Conditions of Approval.

The foregoing resolution was passed and adopted this 2nd day of March 2004, by the following vote of the City Council, to wit:

AYES: Beltran, Oliver, Griffith, Dresser, Rhodes

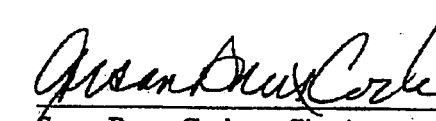
NOES: None


ABSENT: None

ABSTAIN: None

APPROVED AS TO FORM:

ATTEST:

  
Susan Burns Cochran, City Attorney

  
Nancy Rustigian, City Clerk

City Council Resolution 04-1626  
Recommending Approval of VTM Tract 3073  
Page 4 of 4

*Exhibit A*

Property Description

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 377737-CG  
THIRD AMENDED REPORT

The land referred to in this Report is situated in the County of San Joaquin, City of Lathrop,  
State of California, and is described as follows:

\* Commencing on the West side of Mossdale Road (now Manthey Road), at the intersection of 1/4 Section line, run East and West through middle of Section 34, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, and run along said side of road, North 16° East, 58.73 chains to a point of intersection of Johnson Road; thence along Southeast side of said road, South 53° West, 54 chains; thence South 47.5 West, 11.50 chains to private road, 30 links wide; thence along East side of said road, South 2° West, 9.72 chains to line, running East and West through the middle of Section 34; thence East along said line, 43.75 chains to point of beginning.

Excepting therefrom that portion thereof in the Northwest 1/4 of Section 34, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows, to-wit:

Commencing at a point in the Northerly line of Johnson Ferry Road, being the most Easterly corner of the 316.38 acre tract described in Deed to Muller and Terry, recorded in Vol. 1693 of Official Records, Page 45, San Joaquin County Records, and also being the Southwesterly corner of the 171.24 acre tract formerly owned by W.C. Frank, and also being the most Southerly corner of the Giger property described in Deed recorded in Vol. 2250 of Official Records, Page 405, San Joaquin County Records; thence South 36° 32' East, 50 feet to a point in the Southerly line of Johnson Ferry Road; thence along fence on the Southerly line of Johnson Ferry Road, South 52° 40' West, 1397.74 feet to an iron pipe at the True Point of Beginning of the within described 1.131 acre tract of land.

Thence continue along the Southerly line of Johnson Ferry Road, South 52° 40' West, 506.67 feet to an iron pipe; thence South 89° 10' East, 202.85 feet to an iron pipe; thence North 89° 13' East, 114.00 feet to an iron pipe; thence North 15° 34' 30" East along fence, 320.43 feet to the true point of beginning.

Also except therefrom that portion conveyed to the State of California, by Deed recorded November 21, 1955, in Book 1811 of Official Records, Page 28, San Joaquin County Records.

Also except therefrom that portion conveyed to the State of California, by Deed recorded January 22, 1968, in Book 3181 of Official Records, Page 287, San Joaquin County Records.

Also except therefrom that portion described in Deed to Inter-Cal Real Estate Corporation, a California corporation, recorded February 20, 1970, in Book 3373 of Official Records, Page 58, San Joaquin County Records.

Also except therefrom that portion described in Deed to Peter P. Bollinger Investment Company, a partnership, recorded February 20, 1970, in Book 3373 of Official Records, Page 62, San Joaquin County Records.

Also except therefrom the following described Parcel of Land; Beginning at a point in the said North one-half of Section 34; said point being North 1,393.47

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 377737-CG  
THIRD AMENDED REPORT

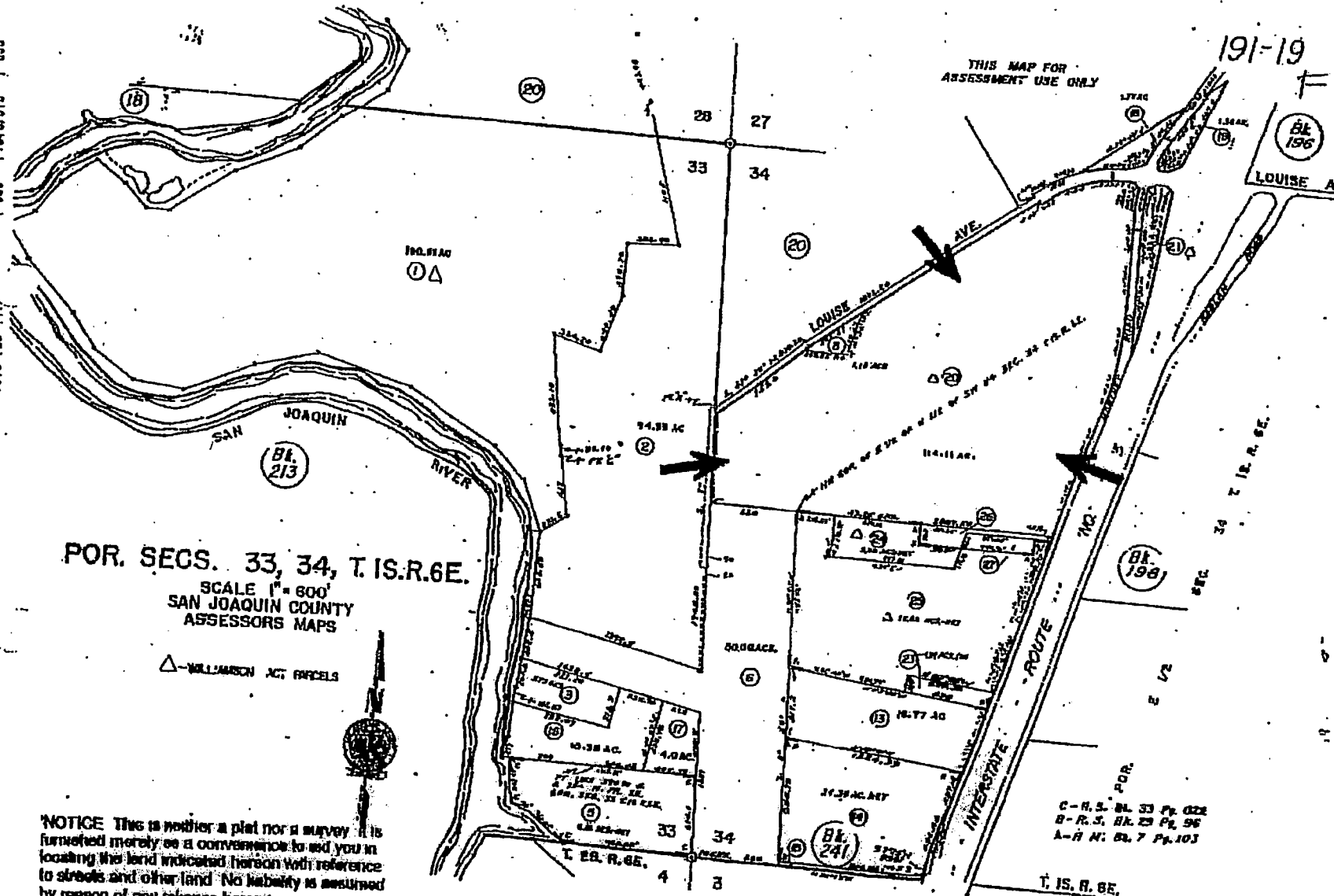
feet and East 327.72 feet from the said Southwest corner of that certain parcel of land recorded November 21, 1955 in Book 1811, Page 28, San Joaquin County Records, said Southwest corner having co-ordinates X=1,769.631.79 feet, and Y=475,932.73 feet; thence North  $0^{\circ} 30' 59''$  West 1,023.54 feet; thence along a curve concave to the East, having a radius of 970.00 feet; thru an angle of  $12^{\circ} 57' 41''$ , a distance of 219.43 feet; thence North  $65^{\circ} 55' 29''$  East, 48.43 feet; thence South  $89^{\circ} 31' 20''$  East, 80.00 feet; thence South  $47^{\circ} 21' 30''$  East, 71.28 feet; thence South  $7^{\circ} 20' 26''$  West, 783.27 feet; thence South  $11^{\circ} 07' 43''$  West, 389.11 feet; thence South  $15^{\circ} 40' 50''$  West, 55.50 feet to the point of beginning.

APN: 191-190-20

T-598 P. 01/02/18 F-098

4018-725-4418

AUG-07-03 12:51PM FROM-CRT PRE/POL



POR. SECS. 33, 34, T. 1S. R. 6E.

SCALE 1" = 600'  
SAN JOAQUIN COUNTY  
ASSESSORS MAPS

△-WILLAMSON ACT PARCELS



NOTICE This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reference herein.

THIS MAP FOR ASSESSMENT USE ONLY

191-19

BL 196

LOUISE A

BL 198

BL 241

C-R.S. BL. 33 Pp. 022  
B-R.S. BL. 33 Pp. 96  
A-R.N. BL. 7 Pp. 103



**OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1211004820-CG  
FIRST AMENDED REPORT**

The form of policy of title insurance contemplated by this report is:

A CLTA Standard Coverage (1990) Owner's Policy. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred to by this Report is:

a Fee.

Title to said estate or interest at the date hereof is vested in:

STEVEN R. MCKEE, a single man

The land referred to in this Report is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

\* All that portion of the Northwest 1/4 of Section 34, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point in the said North one-half of Section 34; said point being North 1,393.47 feet and East 327.72 feet from the said Southwest corner of that certain parcel of land recorded November 21, 1955 in Book 1811, Page 28, San Joaquin County Records; said Southwest corner having co-ordinates X=1,769,631.79 feet, and Y=475,932.73 feet; thence North 0° 30' 59" West 1,023.54 feet; thence along a curve concave to the East, having a radius of 970.00 feet; thru an angle of 12° 57' 41", a distance of 219.43 feet; thence North 65° 55' 29" East, 48.43 feet; thence South 89° 31' 20" East, 80.00 feet; thence South 47° 21' 30" East, 71.28 feet; thence South 7° 20' 26" West, 783.27 feet; thence South 11° 07' 43" West, 389.11 feet; thence South 15° 40' 50" West, 55.50 feet to the point of beginning.

APN: 191-190-21

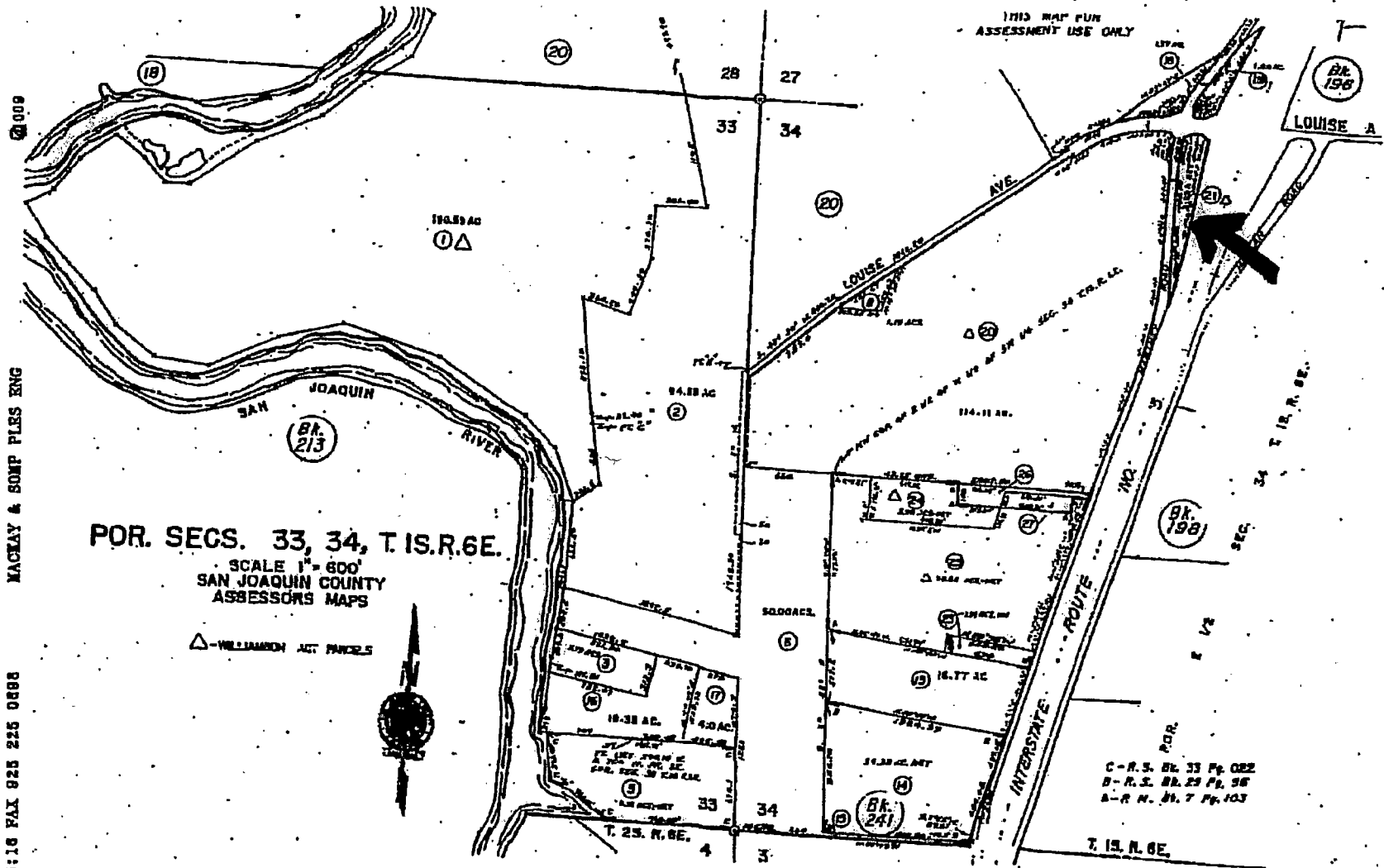
At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2003-2004 a lien, but not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
3. Assessment No. 38101 for Reclamation District No. 17 payable with the real property taxes.  
NOTE: Further information on said assessment can be obtained by the district at Telephone: 209-465-5883.

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MACKEY & SONP PLS ENG

02/18/2004 15:16 FAX 925 225 0888



POR. SECS. 33, 34, T. 15. R. 6E.

SCALE 1" = 600'  
SAN JOAQUIN COUNTY  
ASSESSOR'S MAPS

△ - WILLIAMSON ACT PARCELS



C - R. 5. BL. 33 Pg. 082  
D - R. 3. BL. 29 Pg. 96  
A - R. N. Bl. 7 Pg. 103

T. 15. N. 6E.

OLD REPUBLIC TITLE COMPANY  
 ORDER NO. 397139-CG  
 FIRST AMENDED REPORT

The land referred to in this Report is situated in the County of San Joaquin, City of Lathrop,  
 State of California, and is described as follows:

\* PARCEL ONE:

Beginning at the Northeast corner of Location 4, Township 2 South, Range 6 East, Mount Diablo Base and Meridian; thence South along the East line of said Section 4 a distance of 520 feet to the North line of the lands of A. Rivara, et al; thence along the North line of said lands South 87° 30' West, 530 feet to the East bank of Dredger Cut; thence along the East bank of said Dredger Cut, a follows:

North 25° 30' West, 100 feet; North 54° 40' West, 780 feet to the North lines of said Section 4; thence along the North line of said Section 4, East 1200 feet to the place of beginning.

Excepting therefrom that certain property quitclaimed to Reclamation District No. 17, recorded July 29, 2003 under Recorder's Serial No. 2003-168997, described as follows:

That certain real property situate in the County of San Joaquin, State of California, lying within Section 4, Township 2 South, Range 6 East, Mount Diablo Base and Meridian, and being a portion of that certain Grant Deed recorded as Instrument Number 89009289 on February 3, 1989 San Joaquin County Records, more particularly described as follows:

COMMENCING at the section corner common to projected Sections 33 and 34 in Township 1 South, Range 6 East and projected Sections 3 and 4, Township 2 South, Range 6 East, as shown in Book 34 of Surveys at Page 163, recorded on April 25, 2001, San Joaquin County Records, said point bearing South 0202'18" East 1407.07 feet from the most southeast corner of that certain 316 acre parcel shown in said Book 34 of Surveys at Page 163; thence along the south line of that certain 18.101 acre parcel; said line also being the projected township line between said Township 1 South, Range 6 East and Township 2 South, Range 6 East, as shown in Book 31 of Surveys at Page 22, recorded on March 13, 1990, San Joaquin County Records, said line also being the north line of that certain 10.27 acre parcel as described in said Instrument Number 89009289, North 8852'18" West 980.00 feet, to the southwest corner of said 18.101 acre parcel; thence along the westerly extension of the south line of said 18.101 acre parcel, said line also being the north line of said 10.27 acre parcel, North 88°52'18" West 142.01 feet, to a point on the waterside toe of the existing levee, said point being the TRUE POINT OF BEGINNING; thence along the waterside toe of the existing levee, South 4955'06" East 857.35 feet, to the south line of said 10.27 acre parcel; thence along the south line of said 10.27 acre parcel, South 8837'42" West 84.78 feet, to the southwest corner of said 10.27 acre parcel, thence along the southwesterly line of said 10.27 acre parcel, the following courses:

- (1) North 2422'18" West 101.49 feet;
- (2) thence North 5332'18" West 780.00 feet,

to the point of intersection with the westerly extension of the south line of

OLD REPUBLIC TITLE COMPANY  
 ORDER NO. 387139-CG  
 FIRST AMENDED REPORT

said 18.101 acre parcel, said point also being the northwest corner of said 10.27 acre parcel; thence along the westerly extension of the south line of said 18.101 acre parcel, said line also being the north line of said 10.27 acre parcel, South 8852'18" East 97.99 feet, to the TRUE POINT OF BEGINNING.

AEN: 241-020-01

\* PARCEL TWO:

Being in Section 3, Township 2 South, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Commencing at the Northwest corner of said Section 3; thence North 89° 58' East, along the North line of said Section 3, a distance of 2011.2 feet to a point in the West line of the State Highway known as the Mossdale Road; thence along the West line of said State Highway as follows:

South 15° 12' West, 226.3 feet to a concrete monument opposite highway Engineer's Station 320 plus 00; thence continue South 15° 12' West, 261.7 feet; thence leaving highway, South 87° 36' West, 1861.0 feet to the Southwest corner of P. Calori property, being also the Southeast corner of County Survey No. 2524 1/2; thence North 2° 39' West, along property line being also the West line of said Section 3, a distance of 548.3 feet to the point of beginning.

EXCEPTING THEREFROM all those portions of said premises, as conveyed to the State of California, by Deed recorded April 25, 1956 in Vol. 1861 of Official Records, at Page 28 and by Deed recorded July 29, 1969 in Vol. 3322 of Official Records, at Page 531, San Joaquin County Records.

ALSO EXCEPT THEREFROM the following described real property:

Being in Section 3, Township 2 South, Range 6 East, Mount Diablo Base and Meridian, and being a portion of that certain parcel of land conveyed to Janice F. Perry from Andrew B. Calori and Thelma Calori, by Deed recorded December 9, 1976 in Book 4203, Official Records of San Joaquin County, at Page 201, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 3; thence South 89° 04' 27" East along the North line of said Section 3, and also being the North line of said parcel, 1757.15 feet, more or less, to a point being the Northwesterly corner of that certain parcel of land conveyed to the State of California from Andrew B. Calori and Thelma Calori, by Deed recorded July 29, 1969 in Book 3322, Official Records of San Joaquin County, at Page 531, said corner being on the West line of Manthey Road and being the true point of beginning of the hereinafter described parcel of land:

Thence, along the Westerly line of Manthey Road, as described in the aforementioned Deed, South 7° 25' 33" West 327.10 feet to a point; thence Westerly and parallel to said North line, North 88° 04' 27" West 312.54 feet to a point; thence North 00° 55' 33" East 325.00 feet to a point on the North line

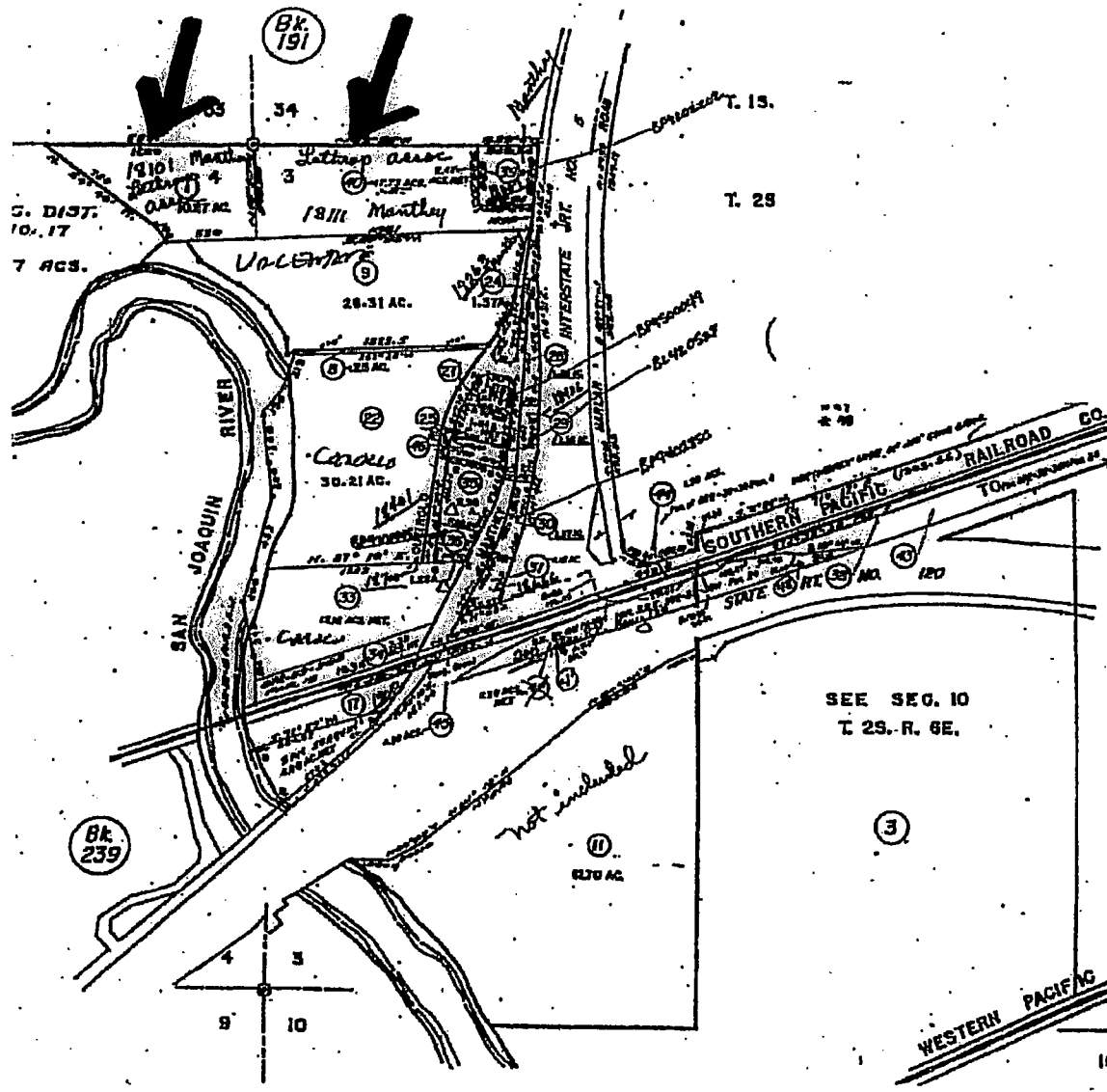
OLD REPUBLIC TITLE COMPANY  
ORDER NO. 387139-CG  
FIRST AMENDED REPORT

of said Section 3; thence along said North line, South 89° 04' 27" East 349.56 feet to the true point of beginning.

APN: 241-020-40

THIS MAP FOR  
TESSAUGHT USE ONLY

241-02



**POR. SECS. 3 & 4 T.2S.R.6E**  
**EL RANCHO PESCADERO**  
 SCALE 1"=600'  
 SAN JOAQUIN COUNTY  
 ASSESSORS MAP

SEE SEC. 10  
 T. 2S. R. 6E.

RECEIVED  
 MAY - 5 1958  
 RECEIVED  
 APR 15 1957

Parcel "46" was  
 formerly "13 & 28"

D - R.S. BK 27 Pg 35  
 C - P.M. BK 3 Pg 170  
 B - R.S. BK 26 Pg 82  
 A - P.M. BK 2 Pg 167

*Exhibit B*

Conditions of Approval for Vesting Tentative Map  
Tract No. 3073 – Unit 1

## CONDITIONS OF APPROVAL

### VESTING TENTATIVE MAP TRACT 3073, UNIT 1 (MCKEE PROPERTIES)

#### ON-GOING CONDITIONS

These conditions shall apply to the Vesting Tentative Map for the Mossdale Landing East, Unit 1 project by Western Pacific Housing and Watt McKee LLC, and/or their successors in interest, hereinafter referred to as the "applicant". This Vesting Tentative Map is approved subject to the approval of the Mossdale Landing East Urban Design Concept (UDC). The Mossdale Landing East Unit 1 project shall be developed in accordance with the General Plan (GP), West Lathrop Specific Plan (WLSP), Mossdale Landing East Urban Design Concept (UDC), Mitigation Measures identified in the Mossdale Landing East Supplemental Environmental Impact Report (FEIR), Mossdale Landing East Development Agreement (DA), Lathrop Municipal Code (LMC), City of Lathrop Design and Construction Standards, National Pollutant Discharge Elimination System (NPDES) General Permit for the Discharge of Storm Water from Small Municipal Separate Storm Sewer Systems (Small MS4), and the City of Lathrop Storm Water Management Plan (SWMP).

#### General Requirements

1. The applicant shall comply with all documents approved by the City Council and adhere to all verbal representations made and exhibits presented by the applicant at the Planning Commission and/or City Council meeting for the approval of the Mossdale Landing East Unit 1 project unless subsequently revised by the City.
2. In case of conflict between the various documents, the following order shall prevail: General Plan, Mitigation Measures and other requirements of the FEIR, WLSP, UDC, DA, Vesting Tentative Map and its Conditions of Approval, LMC, the Design and Construction Standards, NPDES General Permit (Small MS4), and the City of Lathrop SWMP.
3. The applicant shall comply with and pay the cost to monitor all Mitigation Measures identified in the FEIR for the Mossdale Landing East Unit 1 project (SCH #2002052083) kept on file in the Community Development Department, and the Traffic Monitoring Program (TMP). The requirements contained in the Mitigation Monitoring Program (MMP) and the TMP shall be incorporated into these conditions and constructed in accordance with the MMP and TMP.
4. On an annual basis during the development of the project and/or at each residential final map or commercial building permit approval, applicant shall fund an MMP. On or before February 1 of each year until the last residential final map or certificate of occupancy for the last commercial project is issued, the City shall determine and the applicant shall pay any costs necessary to fund the MMP that were not paid during the prior twelve month period. The MMP shall be used to determine the need for implementation of mitigation



On-Going Conditions

- measures recommended in the FEIR to reduce and/or avoid potential environmental impacts. The MMP shall include the proposed timing for construction of identified improvements, payment of fees, and implementation of other mitigation measures.
5. On an annual basis during the development of the project and/or at each final residential map or commercial building permit approval, the applicant shall fund the TMP. The TMP shall be used to determine the need for operation improvements to the City's traffic circulation system (including on-site and off-site circulation improvements, interchange improvements and traffic signals) based upon current operating conditions and projected new development.
    - a. Traffic signals shall be required and constructed for any intersection where the traffic projections indicate that the intersection will meet at least one Caltrans traffic signal warrant as a result of project traffic.
    - b. The TMP shall include the proposed timing for construction of all improvements. Final maps and building permits shall not be approved if the TMP finds that the project traffic will lower the level of service below service level "D" on any portion of the City's street system, unless the improvements identified in the TMP required to maintain service level "D" are completed or guaranteed.
    - c. Improvements required to maintain a level of service "D" and included in the City's Capital Facilities Fee (CFF) program that are constructed or guaranteed by the applicant shall be subject to a credit or reimbursement for/from CFF fees.
    - d. Notwithstanding the above, the applicant shall not be required to construct, or guarantee construction of any improvements to the I-5/Louise Avenue interchange that exceed the project's fair-share obligation.
  6. The applicant agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Vesting Tentative Map, save and except that caused by the City's active negligence.
  7. By accepting the benefits conferred under this Vesting Tentative Map, the applicant acknowledges all the conditions imposed and accepts this Vesting Tentative Map subject to those conditions and with full awareness of the provisions of the UDC, the LMC and the Design and Construction Standards.
  8. The use of the property by the applicant for any activity authorized by this Vesting Tentative Map shall constitute acceptance of all of the conditions and obligations imposed by the City on this Vesting Tentative Map. The applicant by said acceptance waives any challenge as to the validity of these conditions.
  9. Each final map shall stand-alone and be self-sufficient as to access, traffic circulation, utilities, physical infrastructure, and land use pattern. The Director of Public Works shall

On-Going Conditions

approve any and all changes in the phasing plan as shown in the UDC. Approval of a revised phasing plan may include the requirement for construction of additional public improvements.

10. Prior to the approval of each residential final map and/or first non-residential building permit, the applicant shall provide the Community Development Director with a copy of the recorded covenants, conditions and restrictions (CC&R's) on the deeds for all lots within the project site. The covenants, conditions, and restrictions (CC&R's) applicable to the project property shall be consistent with the terms of these conditions and the LMC. If there is conflict between the CC&R's and the LMC or these conditions, the LMC or these conditions shall prevail. The CC&R's and disclosure statement shall indicate the following: "This project is contained within the boundaries of the Mossdale Landing East Urban Design Concept, and as such, is subject to certain design guidelines, development standards and siting techniques which have been incorporated into the required standards for the Mossdale Landing East Urban Design Concept on file with the Community Development Department."
11. The applicant shall meet all requirements of the SB 610 report adopted on August 27, 2002 and the SB 221 report adopted on January 7, 2003 including the provisions of funds for the procurement of surface and groundwater necessary to serve the project from the South County Surface Water Supply Project ("SCSWSP") and the City's Well Development Project.
12. Prior to the issuance of a building permit, the applicant shall pay the required impact fee for schools in accordance with State Law. Copies of the receipts for payment of the fee shall be provided to the Building Division prior to the issuance of a building permit. This condition may be satisfied by performance under the terms of a mitigation agreement between the applicant and the school district. The City shall make a good faith effort to work with the respective parties to implement such agreement.
13. The developer shall consent to, and pay their pro-rata share of the costs for the formation of such financing districts as may be necessary for the implementation and maintenance of parkways, parks, street trees and landscaping, walls, special street lights, storm drain plan and NPDES/Storm Water Management Plan (SWMP) facilities, maintenance of other public areas and public safety services. The petitions to form the districts, and/or annexations if required, shall be completed prior to the approval of each final map.
14. Unless otherwise mutually agreed to, the City shall own and maintain, or cause to be maintained, the following improvements listed below:
  - a. All public roadways and sidewalks
  - b. All public traffic signals and street lights on public streets
  - c. Street landscaping in public rights-of-way, including round-a-bouts, traffic islands and medians
  - d. Potable water systems and water tank on public properties or public easements
  - e. Sanitary sewer within public properties or public easements

On-Going Conditions

- f. Recycled water systems within public properties or public easements.
  - g. Storm drain system within public properties or public easements
15. The Reclamation District, private property owners or other maintenance authorities acceptable to the City shall be responsible for maintaining:
- a. Private lanes
  - b. NPDES permit requirements, approved Best Management Practices and SWMP practices
  - c. Street lights on lanes
  - d. Brush rabbit habitat mitigation areas
  - e. Public access easements
16. If the City is required to enforce any of the conditions of approval, the applicant shall pay all costs. In the City's sole discretion, the City may require a cash deposit to cover enforcement costs as a condition of the approval of any future final map.
17. Prior to recordation of any final map, the applicants shall pay the fee to cause reapportionment or segregation of any existing or future assessments on the parcels covered by the map.
18. Prior to recordation of any final map, the applicant shall reimburse the City for its pro-rata share of the costs for preparation of certain plans, studies and reports necessary for processing of the tentative map. These plans, studies and reports that were completed by others and that benefit the project include, but are not limited to, the Mossdale Landing Storm Drainage Plan, SB 610 and SB 221 Reports, and the Golden Valley Parkway Precise Plan Line Study.
19. The applicant shall reimburse the City for preparation of the WLSP, in accordance with the established reimbursement fee ordinance and resolution.

Building Services

20. Building code provisions shall apply to the construction, alteration, moving, demolition, repair, maintenance and use of any building or structure within the jurisdiction of the City, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by building code provisions, and hydraulic flood control structures. All projects shall comply with the most current code adopted by the City at the time of their building permit application. All State and Local ordinances shall be applicable to current projects.
21. Geotechnical investigation reports shall be submitted for all building permit projects unless waived by the Building Official. When required by the Building Official, the potential for soil liquefaction and soil strength loss during earthquakes shall be evaluated during geotechnical investigations. Compaction reports are required for each building pad site. All compaction reports shall be submitted prior to a foundation inspection and shall be in compliance with the geotechnical recommendations.

**Public Works**

22. Final maps shall not be approved until sufficient acreage for storage ponds and/or spray fields are provided for disposal of effluent. The storage ponds and/or spray fields may be guaranteed on-site or off-site as permitted by the Central Valley Regional Water Quality Control Board (RWQCB). Ponds utilized for the winter storage of recycled water may be waived or reduced if a seasonal or year-round NPDES permit is approved for the City that will accommodate discharge to the river of recycled water generated from the project.
23. Prior to the recordation of any final map, the applicant shall dedicate or offer for dedication with an irrevocable offer of dedication or other document acceptable to the City Attorney and the applicant, the land to be used as spray fields or storage ponds and the exterior street right-of-way needed for access to development adjacent to any spray fields or storage ponds. The exterior street right-of-way shall not be used for spray fields or storage ponds.
24. Residential final maps, or building permits in the commercial areas, shall not be approved until sufficient acreage for storm drain retention/detention pond(s) is provided for the storm drain runoff from the development area. The pond(s) may be on-site or off-site. Pond(s) required for the storm drain water storage may be waived or reduced to the extent that a seasonal or year-round NPDES permit, subject to any restrictions from the U.S. Army Corp. of Engineers, is approved for the City that permits discharge to the river of storm drain water generated from the project.
25. The allocation of water connections, and recycled water and wastewater treatment capacity to the Mossdale Landing East Unit 1 project shall be based on the funding contribution contributed by the applicant in accordance with agreements made with and by the City and other members of the development community.
  - a. Sufficient potable water service connections shall be acquired before each final map is approved for residential areas or building permits are issued in the commercial areas.
  - b. Sufficient recycled water and wastewater treatment capacity shall be allocated or acquired for each project before the final map is approved for residential areas or building permits are issued in the commercial areas.
26. The applicant shall adhere to the City's adopted Right to Farm Ordinance that recognizes the on-going agricultural uses in the area.
27. All public utilities easements (PUE), public water, sewer, or storm drain easements and public access easements shall be open and accessible at all times. Public access easements shall be included in a special district for maintenance. The existing storm drain easement within the Louise Avenue right-of-way between River Islands Parkway and Golden Spike Trail shall be kept free and clear of all above ground encroachments, including but not limited to fences, and shall be improved to standards established by the

On-Going Conditions

Community Development Director and these Conditions of Approval at applicant's sole cost.

Planning Services

28. All parking and internal circulation of vehicles shall conform to the standards regarding off-street parking and loading and unloading of vehicles as required by the UDC.

PRIOR TO GRADING

General Requirements

29. The applicant shall submit a geotechnical report as required by the Director of Public Works and Building Official. The report shall include seasonal groundwater elevations, highest recorded groundwater elevation, adjusted for irrigation impacts, soil compaction requirements and recommendations for street structural sections, including a street pavement design for areas with a high water table.
30. Prior to commencing any grading work, a Rough Grading Permit shall be obtained from the Public Works Department. Grading plans shall be approved by the Director of Public Works and Building Official, as appropriate. Foundation details shall be submitted when applicable. The grading plans shall incorporate all recommendations in the geotechnical report. The geologist/geotechnical engineer shall sign the grading plans confirming all recommendations in the geotechnical report are incorporated in the plans.
31. Prior to commencing any building pad grading work, a Grading Permit shall be obtained from the Building Division. Grading plans complying with the provisions of all City requirements and the geotechnical report shall be submitted and approved by the Building Official. Foundation details shall be submitted when applicable. Prior to issuance of the Grading Permit, the geologist or geotechnical engineer shall sign the grading plans confirming all recommendations in the Geotechnical Report are incorporated in the plans.

Building Services

32. The applicant shall obtain a demolition permit for any structure to be demolished. All underground structures shall be abated, back-filled, inspected and approved by San Joaquin County Environmental Health Services or the Building Official as applicable.
33. All septic tanks, wells, leach fields and related items in each final map area shall be abandoned and destroyed in a manner approved by the Department of Environmental Health Services. Water wells, outside the final map area that the applicant chooses to abandon, shall be destroyed in a manner approved by the Department of Environmental Health Services.
34. Prior to issuance of a demolition or grading permit adjacent to developed residential property, a letter shall be submitted to the Building Official from a licensed pest control

Prior to Grading

contractor certifying that the subject site will be treated to prevent the migration of rodents onto adjacent property. The letter shall describe the site to be treated (address, lot #, etc.), the method and/or chemical to be used and an estimate of the length of time the treatment will be effective. Grading shall not begin until the treatment is completed.

35. The applicant shall submit plans and obtain Neighborhood Design Review (NDR) and approval for all development signs and NDR review and approval and separate building permits for retaining walls over four feet in height, walls and fencing over six feet in height. The fencing for the detention/retention basins shall conform to the design requirements in the UDC and be submitted for NDR review and approval.
36. The applicant shall complete a Special Inspector Approval Packet for any project requiring an on-site inspector to monitor grading, construction and/or development. The applicant shall deposit funds with the City to cover the full cost of an inspector prior to any land disturbance. The Director of Public Works or Building Official, as appropriate, shall approve the amount and hire the inspector.

Public Works

37. The applicant shall submit a Notice of Intent (NOI) to comply with the NPDES General Permit for stormwater discharges associated with construction. A copy of the Storm Water Pollution Prevention Plan (SWPPP) and water discharge identification number for the NPDES permit shall be filed with the Director of Public Works and the Building Official prior to any construction on the site.
38. Upon completion of site grading, the site shall be in compliance with the conditions of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP). Erosion control measures and devices shall be installed at perimeter openings and slopes. Newly graded surfaces not immediately involved in construction shall have an approved method of erosion control. Building permits shall not be issued until the Building Official has determined the site is in compliance with the General Permit and the Storm Water Pollution Prevention Plan (SWPPP).
39. The developer shall implement a dust control program as part of the measures required by the EIR (Chapter 6) for air quality control and the requirements of PM 10 and the Best Available Control Measures (BACM) approved by the City Council. The program shall insure that, at the Director of Public Work's discretion, a water vehicle for dust control operations is kept readily available at all times during construction. The developer shall provide the Director of Public Works and Building Official with the name and telephone number of the person directly responsible for dust control and operation of the water vehicle.

**Planning Services**

40. Prior to issuance of a Rough Grading Permit, the applicant shall fund the retention of a professional Archaeological Consultant, approved by the Community Development Director, to ensure compliance with the cultural resources requirements in the MMP.
41. The applicant shall alert construction personnel to the possibility of buried cultural resources and human remains. The applicant and the contractor shall immediately comply with all requirements contained in the FEIR, including the stoppage of work, notification of the Native American Heritage Commission and the San Joaquin County Coroner, as applicable, if cultural resources and/or human remains are found.
42. Prior to the issuance of a Rough Grading Permit or removal of habitat, the applicant shall participate and comply with the requirement of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) as determined to be applicable to the project site, including payment of the required SJMSCP fee. The applicant shall implement other "incidental take avoidance measures" as specified in the SJMSCP pursuant to separate consultation with other affected agencies, as appropriate.
43. All areas to be graded and left undeveloped shall have a revegetation plan as part of the dust control program. The Community Development Director shall approve the revegetation plan. The applicant shall guarantee the revegetation prior to issuance of the Grading Permit for the site.

**PRIOR TO RECORDATION**

**General Requirements**

44. The applicant shall pay all application, plan check and inspection fees, recordation fees, park in-lieu fees, encroachment permit fees, segregation of assessment fees and other applicable miscellaneous fees in effect at the time the fee is paid as required in the Master Fee Schedule or LMC.
45. Prior to recordation of each final residential map and each non-residential building permit, the applicant shall pay fees to the City for reimbursement of those improvements that were required by the City to be installed by previous developers, and that have been dedicated to the City. Fees collected by the City shall be used to reimburse the previous developer for that portion of the costs of those improvements. The amount of the fee shall be determined by the City upon submission by the previous developer of information sufficient to establish the following:
  - a. the cost of improvements constructed that, in the opinion of the City, contain supplemental size, capacity, number or length in excess of that required for the previous developer's subdivision, and that were required by the City to be installed for the benefit of property not included in the previous developers' subdivision;

- b. the proportional cost of such improvements that is not attributable to the benefit of property included in the final map or building permit for which the improvements were required and constructed; and
  - c. an amount attributable to interest. Interest shall not commence until the reimbursable amount has been determined by the City. Interest shall be calculated annually and shall be based on the Local Agency Investment Fund (LAIF).
46. The applicant shall make a good faith effort to acquire all required off-site property interests necessary to construct or provide improvements including, but not limited to, temporary construction easements required by the City. If the applicant fails to acquire the necessary off-site property interests at least 120 days prior to submittal of any residential final map or commercial building permit, the applicant shall enter into an agreement consistent with the provisions of Government Code 66462 to complete the improvements at such time as the City acquires the property interests required for the improvements. The agreement shall provide for payment by applicant of all costs incurred by the City to acquire the off-site property interests. Security for a portion of these costs shall be in the form of a cash deposit in the amount specified in the appraisal report obtained by applicant, at applicant's cost. The Director of Public Works shall approve the appraiser prior to commencement of the appraisal process.
47. Easements of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned. All easements for off-site grading and drainage shall be acquired prior to approval of construction on these properties.
48. The applicant shall participate in the funding and reimbursement agreements for the design and construction of wastewater and potable ground water facilities that will benefit the property (specifically related to WRP No. 1 and well field expansion) by which the applicant and other parties (if applicable) will advance funds to the City, receive rights to use portions of the utility capacities created, and receive fee credit rights for the utility capacities created from the City, and reimbursement rights from other parties benefiting from the new capacities.
49. All sewer, water and recycled water facilities shall conform to the Water, Wastewater, and Recycled Water Master Plan and the WLSP. The applicant shall prepare plans for these facilities in accordance with the Design and Construction Standards in effect at the time the improvement plans are submitted. The plans shall be reviewed and approved by the Director of Public Works prior to approval of the final map. The submittal shall include any pertinent engineering analysis and design calculations.
50. All water meters shall be within the public right-of-way or public utilities easement (PUE) unless the Director of Public Works specifically approves exceptions. The City shall not maintain water and sewer system lines beyond existing main line stub outs or on



Prior to Recordation

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private property, unless otherwise agreed to by the City. Access easements shall be given to the City and recorded concurrently with the final map for any exceptions approved by the Director of Public Works that require access to private property.

51. By title sheet dedication, at the time of filing each residential final map or first non-residential building permit, the developer shall dedicate all ground water rights for that final map or building permit area to the City.
52. The applicant shall provide cable or conduit for each residential lot for cable television or Internet access. The applicant shall provide cable or conduit for fiber optics or other smart technologies for each commercial lot for Internet access. The cable or conduit shall be shown on the joint trench improvement plans and constructed before the final lift of asphalt is placed on the adjacent street.
53. The property lines on each lot shall be designated with a cross marked on the sidewalk and a 2" x 2" x 12" redwood stake with a tack on an off-set at each rear corner and each angle point along the lot lines.
54. The applicant shall establish a commercial maintenance association consisting of property owners of commercial lands and/or commercial business owners. The maintenance association shall be responsible for maintaining all common facilities, including, but not limited to, common drive aisles, alleys, lanes, parking facilities, on-site landscaping and landscaping in adjacent public rights-of-way, paying for security lighting and any common garbage collection services and security patrol services, if provided, and any other functions of a maintenance association. The maintenance association shall comply with all NPDES permit requirements and approved Best Management Practices.
55. The CC&R's shall prohibit the on-site parking of recreational vehicles, including boats, unless separate storage facilities are provided or the vehicles are located behind a 6-foot high fence in the side yard.
56. The applicant shall install mailboxes as required by the UDC. The applicant shall submit a mailbox plan to the Planning Division for NDR review and approval. A plan showing the locations and sizes of the mailboxes for all lots shall be approved by the Lathrop Post Office and included with the second submittal of the civil improvement plans. Prior to submitting the improvement plans for approval, the applicant shall submit to the City a written confirmation from the Lathrop Post Office that the mailbox locations are approved. The location plan must be acceptable to the City.

Public Works

57. As part of the first final map, the applicant shall dedicate or offer for dedication with an irrevocable offer of dedication or other document acceptable to the City Attorney and the applicant, the full street right-of way and public utilities easements (PUEs) for Golden Valley Parkway. Land dedicated for the Golden Valley Parkway center median shall be a credit/reimbursable for or from CFF Transportation fees, as applicable. Any change in the

length, location or geometrics of Golden Valley Parkway shall be considered a non-substantial change in the Vesting Tentative Map.

58. All driveways on Golden Valley Parkway not at a signalized intersection shall include a dedication to the City of an additional 12 feet (12' 00") of right-of-way on each side of such driveways for acceleration/deceleration lanes that will eliminate turning movement conflicts with the through traffic movement. The acceleration/deceleration lanes shall be designed by a traffic engineer prior to submittal to the Director of Public Works for approval. The additional right-of-way shall be included on the final map, where appropriate.
59. As part of the first residential final map, the applicant shall dedicate or offer for dedication with an irrevocable offer of dedication or other document acceptable to the City Attorney and the applicant, the full street right-of way and PUEs for McKee Boulevard within the limits of Vesting Tentative Map Tract 3073 and construct or guarantee the construction of McKee Boulevard between Johnson Ferry Road and Towne Centre Drive.
60. Section 12.12.070 of the LMC requires residential development to construct 22 feet of asphalt concrete pavement, and commercial development to construct up to 42 feet of asphalt concrete pavement across their frontage. The CFF Transportation fee gives CFF Transportation fee credit for asphalt concrete pavement on arterial streets beyond the first travel lane adjacent to the development. The following requirements are determined to be the equivalent of the above requirements and are being substituted in full compliance with these requirements.
  - a. Prior to approval of the first residential final map the applicant shall construct or guarantee the construction of the easterly one-half of Golden Valley Parkway, including curb and gutter, three travel lanes, the easterly median curb and streetlights. Additionally, the applicant shall construct or guarantee the construction of the curb, gutter, meandering sidewalk and parkway landscaping improvements on the westerly side of the street, as shown on the WLSP and UDC. These improvements shall extend from River Islands Parkway to the south side of the shopping center entrance.
  - b. Prior to approval of the second residential final map, the applicant shall construct or guarantee construction of the raised landscaped median in Golden Valley Parkway from River Islands Parkway to the south side of the shopping center entrance.
  - c. Prior to approval of the third or final residential final map, whichever is first, the applicant shall construct or guarantee the construction of the easterly one-half of Golden Valley Parkway, including curb and gutter, three travel lanes, the easterly median curb and streetlights. Additionally, the applicant shall construct or guarantee the construction of the curb, gutter, meandering sidewalk and parkway landscaping improvements on the westerly side of Golden Valley Parkway as

Prior to Recordation

shown on the WLSP and UDC. These improvements shall extend from the shopping center entrance to Towne Centre Drive, including a transition to any existing asphalt pavement at Towne Centre Drive.

- d. Prior to approval of the third or final residential final map, whichever is first, the applicant shall construct or guarantee the construction of the northerly one-half of Towne Centre Drive, including the curb and gutter, sidewalk, two travel lanes, the northerly median curb and streetlights. These improvements shall extend from Golden Valley Parkway to Manthey Road. Any change in the length, location or geometrics of Towne Centre Drive shall be considered a non-substantial change in the Vesting Tentative Map.
  - e. The construction or guarantee of construction of asphalt concrete pavement and median as applicable beyond the second travel lane on the easterly side of Golden Valley Parkway by the residential developer shall be a credit/reimbursable for or from CFF Transportation fees.
61. Prior to approval of the first non-residential building permit on Parcel G, the applicant shall construct the meandering sidewalk and parkway landscaping improvements on the easterly side of Golden Valley Parkway from River Islands Parkway to the shopping center entrance as shown on the WLSP and UDC, and guarantee construction of a traffic signal at the Golden Valley Parkway/shopping center entrance.
- a. Prior to approval of the first non-residential building permit for any subsequent phase of shopping center development that is proposed south of the shopping center entrance, the applicant shall construct similar improvements along the easterly side of Golden Valley Parkway from the shopping center entrance to Street "N".
62. Prior to the issuance of the first non-residential building permit on Parcel G, the applicant shall dedicate the full street right-of way and PUEs for the southerly one-half of River Islands Parkway (including all necessary turn lanes and deceleration lanes) within the limits of Vesting Tentative Map Tract 3073, and shall construct or guarantee the construction of the southerly one-half of River Islands Parkway from the I-5 on-ramp to Golden Valley Parkway. Improvements shall include:
- a. Asphalt street paving and street lights,
  - b. a raised landscaped median and a traffic signal at the River Islands Parkway /shopping center entrance, and
  - c. the curb, gutter, eight-foot wide meandering sidewalks and parkway improvements on the southerly side of River Islands Parkway as shown on the WLSP and UDC.

- d. The construction or guarantee of construction by the applicant of asphalt concrete pavement and median on River Islands Parkway beyond required turn lanes and acceleration/deceleration lanes shall be a credit/reimbursable for or from CFF Transportation fees, as applicable.
63. It is not anticipated that any additional right-of-way will be required from Parcel G in order to construct future improvements to the southbound on-ramp in the southwest quadrant of the I-5/Louise Avenue interchange. However, the Project Study Report (PSR) for this interchange, which will establish a Preferred Alternative design for future improvements to this interchange, has not been completed at the time of preparation of these Conditions. If, pursuant to completion of the PSR, additional right-of-way is needed to accommodate improvements in the southwest quadrant of this interchange, such right-of-way shall be dedicated prior to issuance of the first non-residential building permit on Parcel G. Land dedicated for such purpose shall be a credit/reimbursable for or from CFF Transportation fees, as applicable. If, prior to issuance of the first non-residential building permit on Parcel G, Caltrans determines (pursuant to the I-5/Louise Avenue PSR) that a cloverleaf on-ramp is necessary in the northwest quadrant of that interchange, the location of the River Islands Parkway/shopping center entrance shall be placed so as to align with a potential I-5 southbound off-ramp, to the extent possible.
- a. If, prior to issuance of the first non-residential building permit on Parcel G, Caltrans has not made a determination or has determined that a cloverleaf on-ramp is not necessary at the northwest quadrant of that interchange, the location of the shopping center entrance shall be based on intersection design and spacing criteria as provided in the UDC, LMC and Design and Construction Standards.
- b. The traffic signals at the River Islands Parkway/shopping center entrance shall be designed and constructed to include turning movements limited to left and right turns in and right turns out. No left turns out of the shopping center onto River Islands Parkway shall be permitted.
64. Prior to the issuance of the first non-residential building permit on Parcel F, the applicant shall construct or guarantee the construction of a raised landscaped median in Golden Valley Parkway from the south side of the shopping center entrance to Towne Centre Drive, and full street improvements on both sides of Manthey Road.
65. The design of all traffic signals shall be approved by the Director of Public Works and include a 3M Addressable Opticom Traffic Control Pre-emption device, detectors, and/or reflectors (or equivalent based on current Police and Fire Services standards). The conduits and pull boxes for future traffic signals shall be installed at the time the street pavement is constructed.
66. Prior to the issuance of the first non-residential building permit on Parcel G, the applicant shall construct or guarantee the construction of a connecting road at a location acceptable to the City and the applicant, from Golden Valley Parkway to Manthey Road. The applicant shall provide the legal descriptions and plats and pay all costs to vacate the

segment of Manthey Road between the connection to Golden Valley Parkway and River Islands Parkway. Upon completion of the vacation of Manthey Road, the roadway surface shall be removed. Continuous access to Manthey Road from River Islands Parkway and/or Golden Valley Parkway shall be maintained at all times, with appropriate signage to indicate circulation access routes.

67. The applicant shall provide the legal descriptions, plats and pay all cost to vacate Louise Avenue west of State Route I-5. The vacation shall be completed prior to the approval of any residential final map or commercial building permit utilizing, or adjacent to, a portion of the vacated Louise Avenue right-of-way. All remaining public area (easement or fee title) shall be improved to standard established by the Community Development Director and these Conditions of Approval at applicant's cost. All improvements shall be submitted to the Planning Division for NDR review and approval and included on the street improvement plans approved by the Director of Public Works.
68. All pavement widening shall begin at the median or the edge of the existing sound structural section. The applicant shall provide independent testing of the existing pavement to determine the location of the adequate structural pavement section prior to the approval of the street improvement plans.
69. The applicant shall provide a 2-inch thick asphalt overlay over the existing street pavement if trenching is done in an existing improved street that is less than 5 years old. The trench backfill shall be in accordance with Standard Detail R-29B and include paving reinforcing fabric over the trench.
70. Streetlights shall conform to the UDC and be submitted for NDR review and approval. A separate street light location plan shall be submitted for approval by the City Engineer and included with the second submittal of the civil improvement plans. The applicant shall determine the connection points to the electrical power source for all street lighting and the wire and conduit size and include this information with the improvement plans submitted for approval.
71. Traffic indices and the design of the pavement structural sections for all streets shall be based on the Design and Construction Standards and be consistent with the adjacent development. Traffic indices and the design of the pavement structural sections for private lanes shall be based on a minimum Traffic Index of 5.0. The maximum R-Value of native material shall be R = 50. All material in the design of the street structural section with an R-Value greater than 50 shall be Class II material.
72. All driveways and lanes shall be private facilities with driveway approaches. A visible demarcation shall separate the public and private areas. The applicant shall show the proposed structural sections for the lanes on the street improvement plans approved by the City and pay the City's plan check and inspection fee for the improvement, including the water, recycled water, sewer and storm drainage facilities in this area. The lanes shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces. Reciprocal access agreements shall be required on all

Prior to Recordation

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properties that abut lanes A, B and C. A copy of the recorded covenant required by the LMC shall be submitted to the Director of Public Works prior to approval of the final map (Chapter 16.24.020 (I)).

73. Safety lighting for residential dwelling units that do not front on a public street shall be provided at the curves in the lanes and as individual lights on each residential unit. The Director of Public Works and the Chief of Police shall approve the lighting plan prior to approval of the final map.
74. The applicant shall contact the solid waste franchised hauler and obtain its written approval of the proposed solid waste pickup locations on lanes. The pickup locations shall not be located in emergency vehicle access easements (20-foot wide fire access lanes). A copy of the written approval from the solid waste franchised hauler shall be submitted with the second submittal of the improvement plans for City review.
75. Prior to recordation of the first final map, the applicant shall verify compliance with the City's Recycled Water Facilities Report for the Vesting Tentative Map area. All recycled water improvements shall be built to standards and plans approved by the Director of Public Works.
76. Prior to recordation of the first final map, the applicant shall verify compliance with the City's Storm Drain Report for the Vesting Tentative Map area, including the following:
  - a. The criteria for proposed storm drain improvements to conform to the requirements imposed on the City under Phase II of the National Pollution Discharge Elimination System (NPDES) Program.
  - b. A maintenance and operation plan for maintaining the storm drain system for the Vesting Tentative Map area, particularly any storm drain lines or ponds that will contain water for long periods of time, that includes approved Best Management Practices (BMPs) such as swales and infiltration basins.
  - c. A storm water-monitoring plan that insures the long-term health of the water features. The monitoring plan will verify that the BMPs are functioning correctly, insure that the water quality in the basins is not degrading and include policies and procedures that will assist the overseeing agency in remedying a problem if it were to occur.
77. All usable portions of residential lots shall drain positively to the street. All lots that back onto a street shall be graded so that all drainage shall be away from the fence or wall.
78. Prior to recordation of the first residential final map or issuance of the first commercial building permit, the applicant shall, at applicant's cost, confirm the location of the proposed water storage tank; confirm the size of the required parcel of land for the water storage tank; dedicate the land for the water tank; and complete or guarantee the design and construction of the water tank and the connections to the existing water distribution system. The design of the water tank and the landscaping plans shall be submitted for NDR review and approval. The construction of the water tank shall be completed prior to acceptance of the public improvements for the first residential final map or first

Prior to Recordation

commercial building permit. The costs of the land and the costs for design and construction of the water tank by the developer shall be a credit/reimbursable for or from CFF fees, as applicable.

79. The applicant shall coordinate with the local bus system authority to facilitate local bus service in the project and to determine bus stop locations and shelter improvements. The bus shelters shall be shown on the improvement plans and reviewed and approved by the Director of Public Works. A copy of the written correspondence with the local bus system authority shall be submitted with the second submittal of the improvement plans.
80. All new and existing overhead utility lines shall be placed underground in accordance with the LMC. Unless above ground facilities are specifically approved by the Community Development Director, all electric transformers shall be placed underground for residential developments.
81. Above ground utility structures and appurtenances shall be installed within the applicant's property line and a minimum of 10 feet behind street face of curbs. The locations shall be screened with landscaping to the satisfaction of the Community Development Director. The landscape screen shall not interfere with the utility companies' or LMF D's access.
82. The irrigation systems for public landscape areas shall be reviewed and approved by the Director of Public Works. All landscape irrigation systems not using recycled water shall be in conformance with the City's water conservation requirements where the maximum water allowance (gallons per year) = evapotranspiration (which is equal to 36.6 inches per year) (0.8) (landscaped area) (0.62). Calculations verifying compliance shall be submitted for review and approval. The irrigation plans shall include a certification on the plans that the landscaping and irrigation is in conformance with AB 325.
83. Electrical and water services shall be provided to all landscape medians and walkways unless specifically waived by the City Engineer. Said services shall be shown on the civil improvement plans approved by the Director of Public Works.
84. The applicant shall pay the park-in-lieu fee as required by the State Quimby Act and the LMC. The park-in-lieu fee will be based on the ratio of 3.59 persons per household as derived from the 2000 US Census. The park-in-lieu fee payment shall be based on the value of a buildable acre of land with all utilities in place.

Planning Services

85. Neighborhood Design Review (NDR) is required to ensure that particular architectural and urban planning design guidelines, as set for in the UDC, are followed for each final map. The applicant shall pay the cost for NDR.
86. Prior to approval of the architectural, conceptual landscaping plans, entryway features and proposed median landscaping, the plans shall be submitted to the Planning Division

for NDR review and approval. The design of the entryway features and median landscaping shall be consistent within the Vesting Tentative Map area and conform to the standards in the 2003 WLSP and UDC. The applicant shall retain a licensed landscape architect to prepare specifications and working drawings for all landscape improvements.

87. The street names and the theme for all street name signage, including traffic signal signage, street corner signage, directional signs, and other permanent fixtures depicting street names shall be submitted to the Planning Division for NDR review and approval. The applicant shall fund the costs for the NDR and developing street name sign designs.
88. The applicant shall dedicate and construct or guarantee the construction of the neighborhood connection walkway between Johnson Ferry Road and Street "A", and the neighborhood connection walkways between Golden Valley Parkway and Street "K", as shown on the Vesting Tentative Map and UDC. Easements shall be dedicated to the City for the walkways. The improvements shall be shown on the street improvement plans for each applicable final map and approved by the Director of Public Works.
89. The neighborhood connection walkways shall receive special landscaping treatment and include a textured concrete, or similar type hard surface, pedestrian walkway. The walls shall have a 5-foot maintenance easement. The Director of Public Works, Community Development Director and Chief of Police shall approve the plans.
  - a. Unless the walkway is adjacent to a public irrigated landscaped area, each walkway shall have a separate water meter. Special street lighting shall be designed to light the entire walkway with a minimum of 1-foot candle of light at ground level during darkness with vandal-proof fixtures.
  - b. The design may include walls or fences on the adjacent parcels to protect their property from trespassers. Masonry walls shall be treated with a special graffiti resistant coating or climbing vines.
  - c. The neighborhood connection walkway-connecting Street "A" to Johnson Ferry Road shall be designed to require bike riders to dismount and proceed slowly toward the approach to Johnson Ferry Road.
  - d. The neighborhood connection walkways connecting to Golden Valley Parkway shall include a design for the Golden Valley Parkway raised median that will prohibit or severely discourage mid-block bike or pedestrian crossings.
90. The location of all neighborhood connection walkways shall be disclosed to homebuyers. All neighborhood connection walkways shall be marked with a sign approved by the Community Development Director. The sign shall be placed at the beginning of the street construction and remain until the last house on the block is occupied. The sign shall advise the public that the walkway will be open for public use.



**Public Safety**

91. If applicant enters into a mitigation agreement with the Fire District, the terms of the agreement shall apply. The City shall make a good faith effort to work with the respective parties to implement such agreement.
92. The applicant shall pay applicable Fire Facility Fees and assessments in accordance with the City of Lathrop fee schedule in force at the time of development. If required in order to maintain fire district response time standards, and when requested by the LMFD, the City may require that these fees be paid at the time of filing final maps.
93. Private lanes shall be covered with minimum 20-foot wide unencumbered emergency vehicle access easements and shown on the final map. The City will not be responsible for the maintenance of signs and pavement markings on private property. The CC&R's and/or deed restrictions shall include a requirement to maintain the signs and pavement markings and a proposed maintenance program for all developments served by a lane. A separate signing and striping plan shall be provided for approval by either the LMFD or the Police Chief to address on-site stop signs and no parking areas.
94. Prior to approval of the each final map, the applicant shall pay a one-time start-up cost associated with police and animal control services needed to serve the project, as described below to keep the City fiscally whole.
  - a. The one-time start-up cost for police service shall be based on the proportionate share of the costs for employing two full-time police officers and one police vehicle per each 428 residential units.
  - b. The one-time start-up cost for animal control service shall be based one-half of the City's costs for employing an animal control officer.

**PRIOR TO ISSUANCE OF BUILDING PERMIT**

**General Requirements:**

95. Unless otherwise specified in these conditions, the condition in this section shall apply to each building permit.
96. The applicant shall provide a master signage program and a "Master Model Home Signage" program for all residential subdivisions in the Mossdale Landing East community. The master signage programs shall be submitted to the Community Development Director for review and approval. Installation of freestanding subdivision\For Sale signs shall be prohibited in the street right-of-way and PUEs.
97. The applicant shall install and maintain on-site display signs. The on-site display signs shall indicate the location for future development of schools, fire stations, parks, cul-de-sac openings and public access ways, apartments, higher density residential areas, retail

Prior to Building Permit

uses, employment centers, and religious institutions. These signs shall be located in a manner to be clearly visible to all potential homebuyers. The signing plan shall be submitted to the Community Development Director for review and approval.

98. The project is subject to payment of Capital Facility Fees (CFF) consistent with the requirements of the CFF ordinance, and environmental mitigation fees. The applicant shall receive credit and/or receive reimbursement if its credits are exceeded, against the appropriate CFF fee for the construction of improvements included in the CFF fee study that are constructed by the applicant. The credit, including the property acquisition costs, will be limited to the costs included in the CFF fee study. The CFF fee credit shall not exceed the engineer's cost estimate for the improvements in the CFF fee study.
99. The declaration of covenants, conditions and restrictions (CC&R's) filed for each development shall be prominently displayed in the project sales office at all times. The CC&R's shall apply equally to both owners and renters. The CC&R's shall be written to allow less than a majority of owners along private lanes "A", "B" and "C" to have pavement or landscape maintenance done and the cost thereof assessed to all owners benefiting from the improvements. The CC&R's shall include a pavement maintenance program for on-site pavement of private lanes.

Building Services

100. No building or structure regulated by the City, which requires a building permit, shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained.
101. Each dwelling unit shall be provided with at least one electrical and gas hook-up in the rear yard in a location approved by the Building Official.

Public Works

102. The applicant shall comply with all applicable Reasonably Available Control Measures (RACM) prepared by the San Joaquin Valley Unified Air Pollution Control District and approved by City Council.

Planning Services

103. The applicant shall comply with the acoustical analysis requirement for all residential projects and show that the interior noise levels will achieve the requirements of Title 24. Buildings shall be constructed to meet all such requirements.
104. The applicant shall construct sound barriers as part of any residential final map that includes, or is adjacent to Golden Valley Parkway, McKee Boulevard or Johnson Ferry Road, consistent with the UDC. The design and placement of walls and fences shall be in accordance with these conditions and the standards in the UDC and LMC and submitted for NDR review and approval. The walls shall have a 5-foot maintenance easement

Prior to Building Permit

along the backup street portion of the lot. Restricted access shall be shown on the final map. The walls shall be located on private property and constructed on the property side of the lot in accordance with the LMC (Chapter 16.24.020 (I) 4). All masonry walls shall be treated with a special graffiti resistant coating or climbing vines.

105. The design and placement of Community and Neighborhood Gateway monument signs and street furniture as specified in the UDC shall be submitted for NDR review and approval. All Community and Neighborhood Gateway monument signs and street furniture in the public right-of-way and PUEs shall be included on street improvement plans approved by the Director of Public Works and the Community Development Director.

Public Safety

106. Prior to placing any building material on the site, a fire protection site plan shall be submitted to the LMFD. The fire protection site plan shall include access and turnaround areas, yard storage areas, hazardous material use and storage areas and the arrangement and location of underground fire service mains, control valves, fire hydrants unless these facilities have been shown on approved street improvement plans. All material storage areas shall be fenced with at least a 6-foot high chain link fence with at least two 20-foot gates for fire access.
107. Prior to placing any flammable or combustible material (such as wood) on the site a completed wet fire hydrants system or other system approved by the LMFD or Public Works Department, and all weather roads, shall be in place. Fire access roads shall meet the LMFD and the San Joaquin County Fire Chief's Fire Access Road Standard. The fire access roads shall be accessible until acceptance of the public streets by the City.
108. The City will not permit the construction of structures, other than "U-type" structures as defined by the Building Code, greater than 50 feet in height or four stories until the LMFD possesses appropriate equipment (e.g. aerial trucks) to provide fire suppression and emergency services to the upper stories of these buildings. The applicant shall pay to the LMFD all applicable fire service fees and assessments required to pay for its fair share of this equipment.
109. The City shall not issue building permits until the applicant has demonstrated, based on modeling, that the project provides adequate minimum fire flows as required by the California Fire Code.
110. All hydrants shall meet California Fire Code standards pertaining to locations and fire flow requirements.
111. Developer shall conform to the City of Lathrop's Fire Sprinkler Ordinance.
112. Prior to placing any building material on site, a security plan shall be submitted to and approved by the Police Services Department. The security plan shall provide for fencing,

Prior to Building Permit

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night lighting and providing for private security of contractor's storage yards at all times when material is on the site or on-going construction activity is occurring. A security lighting plan shall be included for all commercial areas. The plan shall include lumination of exterior doors with a minimum of 1-foot candle of light at ground level during darkness with vandal-proof fixtures.

**PRIOR TO BUILDING OCCUPANCY**

**Building Services**

113. The Building Services Division shall make a final inspection of each permitted structure after the finish grading is completed and the building is ready for occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has finalized the building permit.
114. All residential dwellings shall display illuminated street numbers in a prominent location in such a position that the numbers are easily visible to approaching emergency vehicles from both directions. The numbers shall be of contrasting color to the background to which they are attached and four (4) inches minimum in height. Flag lots shall have their address displayed in a prominent position at the driveway intersection to the street.

**Public Works**

115. All buildings shall be connected to public water and sewer systems prior to occupancy. Water and sewer service accounts shall be set up with Finance Department for each structure with a building permit.
116. Prior to installation by the applicant, plant species, location, container size, quality and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer for consistency with the approved construction plans, and approved by the Community Development Director for conformance with the UDC. All plant replacements shall be to an equal or better standard than originally approved.
117. Prior to the acceptance of the street improvements in each tract, the on-site and off-site storm drain inlets shall be labeled "No Dumping – Flows to the Delta". The label for the storm drain inlets shall be shown on the street improvement plans and approved by the City Engineer.
118. The applicant shall remove and replace any existing improvements that are damaged during construction. Any degradation to pavement conditions along existing streets shall be fully restored to the existing condition prior to degradation. Reconstruction of existing streets shall include upgrading the affected pavement to meet the original standard by removing, replacing or overlaying existing asphalt pavement to provide a sound structural section. All work shall be to the satisfaction of the City Engineer at the applicant's cost.
119. Existing streets currently open to the public that require reconstruction as a result of the construction traffic for the project shall remain open at all times, with adequate detours during reconstruction. The applicant may provide alternate improvements if an existing streets will be relocated in the future.

Prior to Building Occupancy

120. A solid waste-recycling program shall be implemented for all non-residential developments. The recycling program shall include the following elements: (1) the types of solid waste recycling program generated, (2) how the waste will be collected, (3) how the waste that will be diverted through source reduction, (4) the methods for sorting and disposal of the solid waste, and (5) the reporting methods.

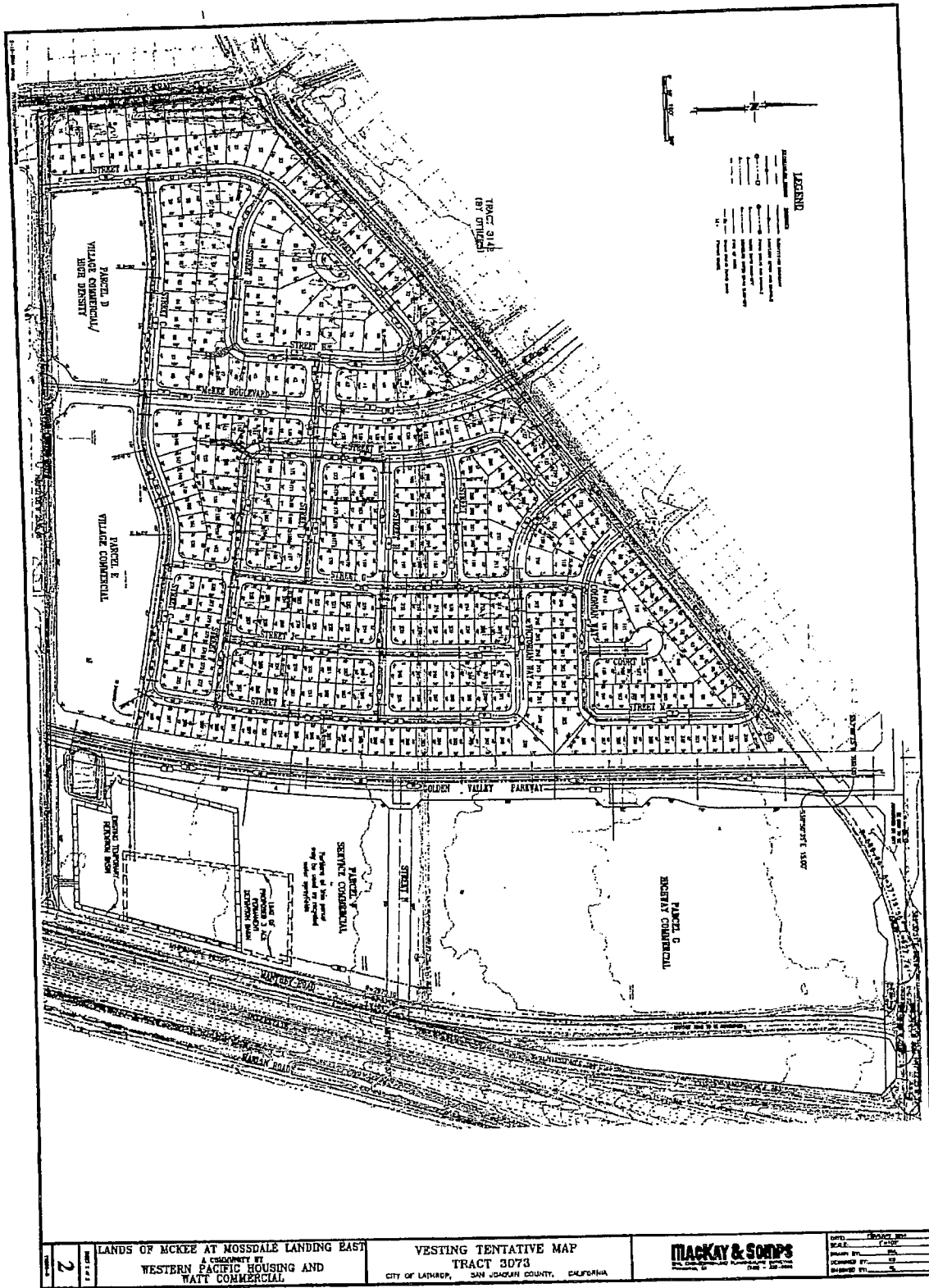
Planning Services

121. All landscaping shall be in accordance with the UDC. Compliance with this condition shall include a landscaping and irrigation plan, with location, variety, irrigation, and other information necessary to determine compliance with requirements. All landscaping and irrigation related to that particular building permit shall be completed within the related phase of the project prior to finalizing the building permit. In the Community Development Director's sole discretion, finalizing the building permit for a commercial building may be allowed if the applicant posts a cash deposit with the City. The amount shall be determined by the Community Development Director and guarantee final completion of landscaping in a timely manner.
122. Depending on the location, either a permanent solid 6-foot wood fence, or other fencing approved by the Community Development Director, shall be placed along the property line between the developing phase of the Vesting Tentative Map area and any adjacent agriculture use.

Public Safety

123. The City shall authorize occupancy of new structures only if confirmation of 4-minute emergency response times to these structures can be provided using LMFD methodologies.
124. All lanes, stub streets and driveways less than 28-feet wide designated as Fire Lanes shall be posted "No Parking - Fire Lane" with signs approved by the LMFD and red striping on the curb.
125. For all non-residential construction, roof top addresses shall comply with the following:
- a. Only the numbers of the address need to be placed on the roof. The street name does not need to be placed on the roof. The numbers shall be placed on a portion of the roof that is unobscured from view from the air. The numbers shall be read from about 500 feet or more, day and night. A bright color of paint shall be used, such as yellow or orange and the color shall be in contrast to the roof color.
  - b. The numbers shall be at least 3 feet tall, 2 feet wide and spaced 9 inches apart. The width of each brush stroke shall be a minimum of 6 inches.
  - c. The main address shall be placed on the roof facing the street so it can be read from the street. If the building contains numerous individual suites or offices, paint the suite or office number on the roof over the front door to that business.





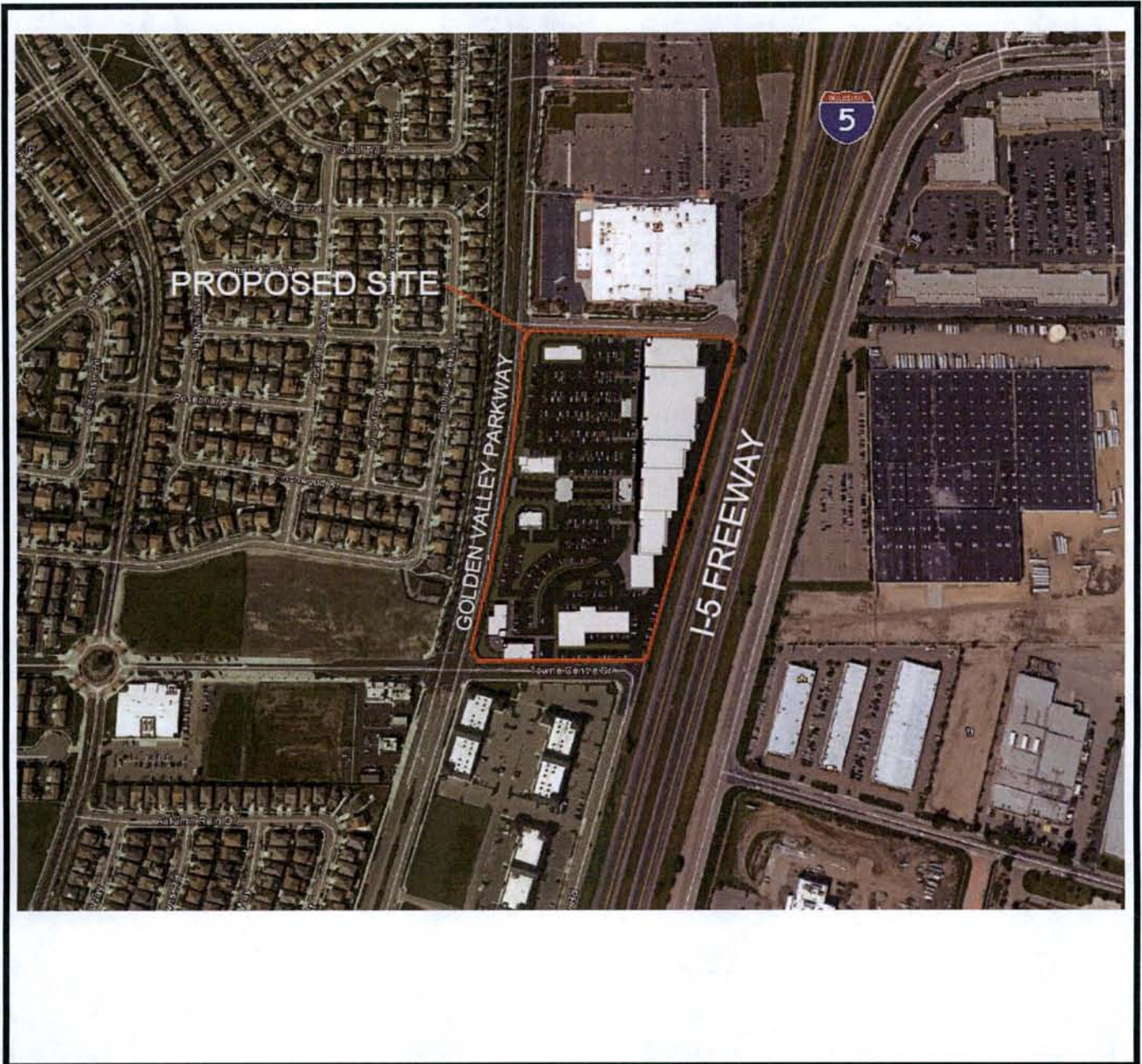
LANDS OF MCKEE AT MOSSDALE LANDING EAST  
 A COMMUNITY BY  
 WESTERN PACIFIC HOUSING AND  
 WATT COMMERCIAL  
 2

VESTING TENTATIVE MAP  
 TRACT 3073  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

**MACKAY & SOMPS**  
 CIVIL ENGINEERS  
 1000 N. G ST. LATHROP, CA 95330  
 TEL: 916-337-1111 FAX: 916-337-1112

DATE	PROJECT NO.
SCALE	FILE NO.
PLANNED BY	DATE
DESIGNED BY	DATE
DRAWN BY	DATE





**PLANNING DIVISION  
Vicinity Map**



**VTM-17-111, SPR-17-112 & CUP-17-113  
Vesting Tentative Parcel Map, Site Plan  
Review & Conditional Use Permit  
Lathrop Towne Center  
17100 Golden Valley Parkway  
APN: 191-190-49**



# EXISTING

**NOTES:**

**CARTOGRAPHER:**  
SCOTT THOMAS DELANEY, LS 0078, scott@dfengineering.com  
OF ENGINEERS, INC., CIVIL ENGINEERING AND SURVEYING  
3421 TULLY ROAD, SUITE "A", MODESTO CA 95350  
TELEPHONE (209) 528-7451

**OWNER:**  
City of Lathrop, a California municipal corporation, as to the Fee; and Ramona Chase, LLC, a California limited liability company, as to the residual interest, as to Parcel One; and State of California and City of Lathrop, a California municipal corporation, as their interests may appear as to Parcel Two.

**CITY OF LATHROP:**  
200 TOWNE CENTRE DRIVE, LATHROP, CA 95330  
TELEPHONE (209) 541-7000

**RAMONA CHASE:**  
MICHAEL A. CLEVELANDER, mcleveland@ramonachase.com  
200 TOWNE CENTRE DRIVE, LATHROP, CA 95330  
TELEPHONE (925) 552-5500

**APPLICANT / SUBDIVIDER:**  
PROMISE DEVELOPMENT  
MICHAEL A. CLEVELANDER, mcleveland@promisedevelopment.net  
200 TOWNE CENTRE DRIVE, LATHROP, CA 95330  
TELEPHONE (925) 552-5800

**PARENT PARCELS' DATA:**  
PROPERTY ADDRESS.....17100 GOLDEN VALLEY PARKWAY, LATHROP, CA 95330  
ASSESSOR'S PARCEL NUMBER.....191-190-03  
NET AREA.....13.854 ACRES  
CURRENT USE.....UNRECLAIMED WATER BASIN

**FLOOD INSURANCE RATE MAP (FIRM):**  
DESIGNATED "OTHER FLOOD HAZARD" ZONE "X" ON FIRM FROM NO. 060700000P, DATED OCTOBER 16, 2009. AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT ON WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

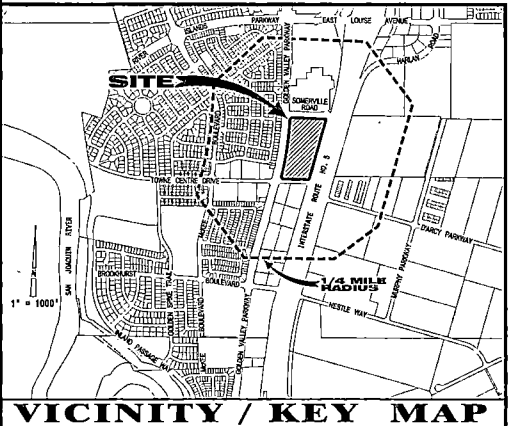
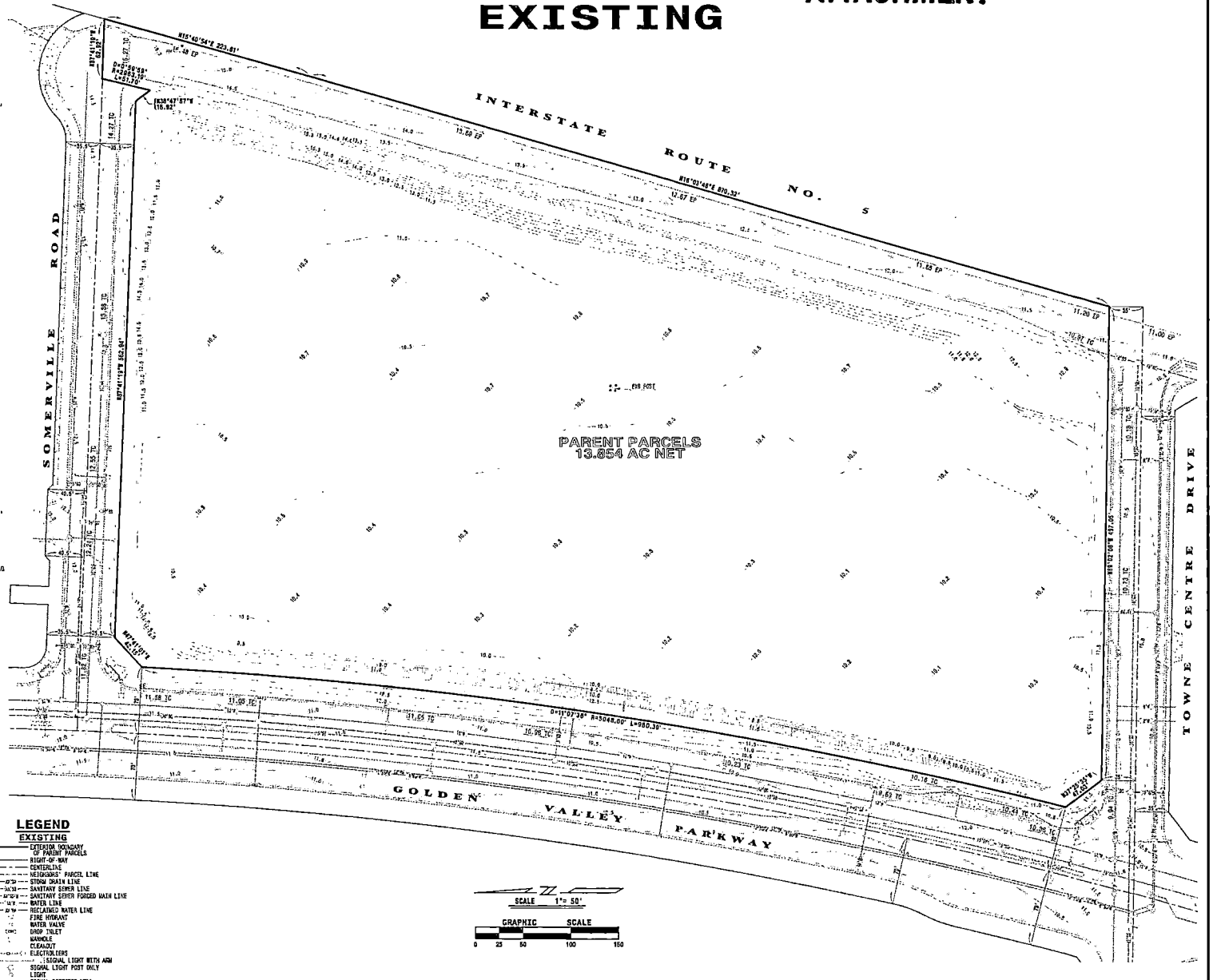
**ZONING:**  
PARENT PARCELS ARE CURRENTLY ZONED "MOSSLAKE VILLAGE, CS-WV, SERVICE COMMERCIAL" ON CITY ZONING MAP REVISED SEPTEMBER 2012.

**UTILITIES:**  
SEWER, WATER, GAS, AND WATER TO BE INSTALLED IN CONFORMANCE WITH CITY OF LATHROP STANDARDS AND MASTER UTILITY PLANS. GAS AND ELECTRIC SERVICE TO BE PROVIDED BY PACIFIC GAS & ELECTRIC, INSTALLED IN CONFORMANCE WITH CITY OF LATHROP STANDARDS, AND SERVICES SHALL UNDERGO INSPECTION IN CONFORMANCE WITH THE SUBDIVISION ORDINANCE. TELEPHONE SERVICE TO BE PROVIDED BY PACIFIC BELL AND SERVICES SHALL UNDERGO INSPECTION WITH THE SUBDIVISION ORDINANCE.

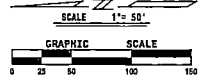
**BENCHMARK:**  
VERTICAL BENCHMARK DATUM (MVDATUM) FROM CITY OF LATHROP:  
CITY OF LATHROP BENCHMARK 1020, ELEV. = 10.76 (NAVD83) 2" DIA. IN CONCRETE, EXIST LOUISE AVENUE FROM 1-5. GO WEST 0.05 MILES TO WATNEY ROAD. TAKE WATNEY ROAD SOUTH 0.8 MILES TO BROOKMIST BOULEVARD. GO WEST ON BROOKMIST BOULEVARD 0.2 MILES TO MOORE BOULEVARD. GO NORTH ON MOORE BOULEVARD 0.3 MILES TO LATHROP CITY HALL ON THE SOUTH SIDE OF MOORE BOULEVARD. MONUMENT IS LOCATED AT THE NORTHWEST CORNER OF CONCRETE BASE OF THE FLAG POLE AT THE SOUTHWEST SIDE OF THE CITY HALL BUILDING, 23 FEET EAST FROM FACE OF CURB.  
CITY OF LATHROP BENCHMARK 1020, ELEV. = 14.53 (NAVD83) 1" PIN IN CONCRETE, EXIST LOUISE AVENUE FROM 1-5. GO WEST ON LOUISE AVENUE 0.25 MILES TO WATNEY ROAD. GO 0.2 MILES SOUTH ON WATNEY ROAD. MONUMENT IS LOCATED ON THE EAST SIDE OF WATNEY ROAD, 6' WEST OF FREEMAN RIGHT-OF-WAY FENCE, AND 3 FEET EAST OF "STOP SIGN" SIGN.  
A DIFFERENCE OF 2.41' WAS FOUND IN COMPARING THE OLD CITY OF LATHROP DATUM TO NAVD83.  
A DIFFERENCE 2.41' FROM NAVD83 TO MATCH THE OLD CITY OF LATHROP DATUM AS USED ON THE RECORD IMPROVEMENT PLANS IN THIS AREA.

**BASIS OF BEARING:**  
THE BEARING NORTH BY 122° 05' 00" WEST FOR TOWNE CENTRE DRIVE, AS SHOWN ON THE MAP OF TRACT NO. 3445 "MOSSLAKE LANDS EAST" FILED IN BOOK 40 OF MAPS AND PLATS AT PAGE 2, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

**MISCELLANEOUS:**  
UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONDITIONS OF APPROVAL, LOCAL AGENCY APPROVAL OF THIS MAP SHALL CONSTITUTE AN EXPRESSED FINDING THAT THE PROPOSED SUBDIVISION AND DEVELOPMENT OF THE PROPERTY WILL NOT UNREASONABLY INTERFERE WITH THE FREE AND COMPLETE EXERCISE OF RIGHTS AS DESCRIBED IN GOVERNMENT CODE §66641(1)(A)-(L).  
PARCEL DIMENSIONS AND INFRASTRUCTURE DESIGN ARE PRELIMINARY AND SUBJECT TO REVISION TO COMPLETE FINAL ENGINEERING DESIGN. AS PER GOVERNMENT CODE §66641.1, THE SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL PARCEL MAPS ON THIS PROPERTY. SEE SHEET 1 OF 2 FOR NOTES, EXISTING CONDITIONS, A PROPOSED PARCELS.  
SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND PROPOSED IMPROVEMENTS.



- LEGEND**
- EXISTING
  - EXTENSION BOUNDARY OF PARENT PARCELS
  - RIGHT-OF-WAY
  - CENTERLINE
  - NEIGHBORHOOD PARCEL LINE
  - STORM DRAIN LINE
  - SANITARY SEWER LINE
  - SANITARY SEWER FORGED IRON LINE
  - WATER LINE
  - RECLAIMED WATER LINE
  - FIRE HYDRANT
  - WATER VALVE
  - DRIP INLET
  - MANHOLE
  - CLEANOUT
  - ELECTRIC LINES
  - SIGNAL LIGHT WITH ARM
  - SIGNAL LIGHT POST ONLY
  - LIGHT
  - SIGNAL ELEVATOR WELL
  - ELECTRICAL TRANSFORMER
  - MINOR CONTOUR LINES
  - MAJOR CONTOUR LINES



NO.	REVISION	DATE



**DF ENGINEERING, INC.**  
CIVIL ENGINEERING AND SURVEYING  
3421 TULLY ROAD - SUITE "A" MODESTO, CA 95350  
TELEPHONE (209) 528-7450 FAX (209) 528-0457  
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LS 0078 Scott Thomas Delaney Feb. 09, 2018

**VESTING TENTATIVE PARCEL MAP**  
**LATHROP TOWNE CENTRE**  
**RETAIL SHOPPING CENTER**  
BOUNDED BY SOMERVILLE ROAD TO THE NORTH, INTERSTATE 5 TO THE EAST, TOWNE CENTRE DRIVE SOUTH, AND GOLDEN VALLEY PARKWAY TO THE WEST  
LYING IN SECTION 24, T. 1 S., R. 6 E., S.D.M.  
CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

JOB# 1820  
DR. BY STD  
CHK. BY SDP  
FD NO. 286  
DATE FEB. 09, 2018  
SHEET  
**1**  
OF 2  
FILE 019-00

**LEGAL DESCRIPTION OF PARENT PARCELS FOR VESTING TENTATIVE PARCEL MAP LATHROP TOWNE CENTRE RETAIL SHOPPING CENTER PARCEL ONE:**

All that certain real property situated in the City of Lathrop, County of San Joaquin, State of California, being a portion of those lands of Pulte Home Corporation in Document Number 2004-169013, San Joaquin County Records and being more particularly described as follows:

Commencing at the Southeast corner of said lands of Pulte Homes Corporation as described in Document No. 2004-169013, San Joaquin County Records along the Southerly boundary of said lands, North 89° 02' 08" West 7.25 feet, thence leaving said Southerly boundary entering said lands of Pulte Home Corporation, North 16° 03' 48" East 51.25 feet, to the point of beginning; thence from said point of beginning, South 53° 30' 50" West 23.82 feet, thence North 89° 02' 08" West 420.94 feet, thence North 37° 25' 35" West 47.03 feet to the beginning of a non-tangent curve to the left, thence along said non-tangent curve to the left, having a radial bearing of North 75° 49' 03" West, a radius of 5,048.00 feet, a central angle of 11° 07' 36" and an arc length of 980.30 feet, thence North 47° 41' 01" East 42.15 feet, thence South 87° 41' 19" East 562.94 feet, thence South 36° 47' 57" East 18.92 feet to the beginning of a non-tangent curve to the right, thence along said non-tangent curve to the right, having a radial bearing of North 75° 45' 52" West, a radius of 2,963.19 feet, a central angle of 01° 49' 10" and an arc length of 94.09 feet, thence South 16° 03' 48" West 9344.15 feet, to said point of beginning.

APN: 191-190-49

**PARCEL TWO:**

All that certain real property situate in the City of Lathrop, County of San Joaquin, State of California, being a portion of Section Thirty-Four (34), Township One (1) South, Range Six (6) East, Mount Diablo Base and Meridian, said real property being the dedication (7.00 feet wide and varying width) along the Westerly side of Manthey Road as shown on Tract No. 3445, Subdivisions of San Joaquin County, Mossdale Landing East, filed April 28, 2005 in Book 40 of Maps and Plats at Page 2, San Joaquin County Records and also being a portion of Parcel One (1), as shown on the "Proposed Relinquishment to the County of San Joaquin on State Route 10-SJ-5 Request No. 143", filed July 20, 1972 in Book No. 15 at Page 48 State Highway Map Book, San Joaquin County Records, said Parcel 1 also known as Manthey Road, said portion of Parcel 1 lying between the following described lines, Northerly of the following described line One(1) and Southerly of the following described line Two (2):

Line One (1):

The Easterly prolongation, through said Parcel 1, of the Northerly right of way line of Town Centre Drive (70' wide), shown on said Tract No. 3445.

Line Two (2):

Beginning at the Southeast corner of the lands granted to Watt McKee by Deed recorded January 10, 2006 in Document No. 2006-005898, Official Records, County of San Joaquin, said corner being the Northeast corner of the Irrevocable Offer of Dedication shown as Pioneer Street (36.00 feet wide) on Tract No. 3445, Subdivisions of San Joaquin County, Mossdale Landing East, filed April 28, 2005 in Book 40 of Maps and Plats at Page 2, San Joaquin County, thence along the Easterly prolongation of the Southerly line of said lands of Watt McKee, South 87° 41' 19" East, 61.43 feet, to a point on the Westerly line of Interstate Highway Route 5.

**NOTES:**

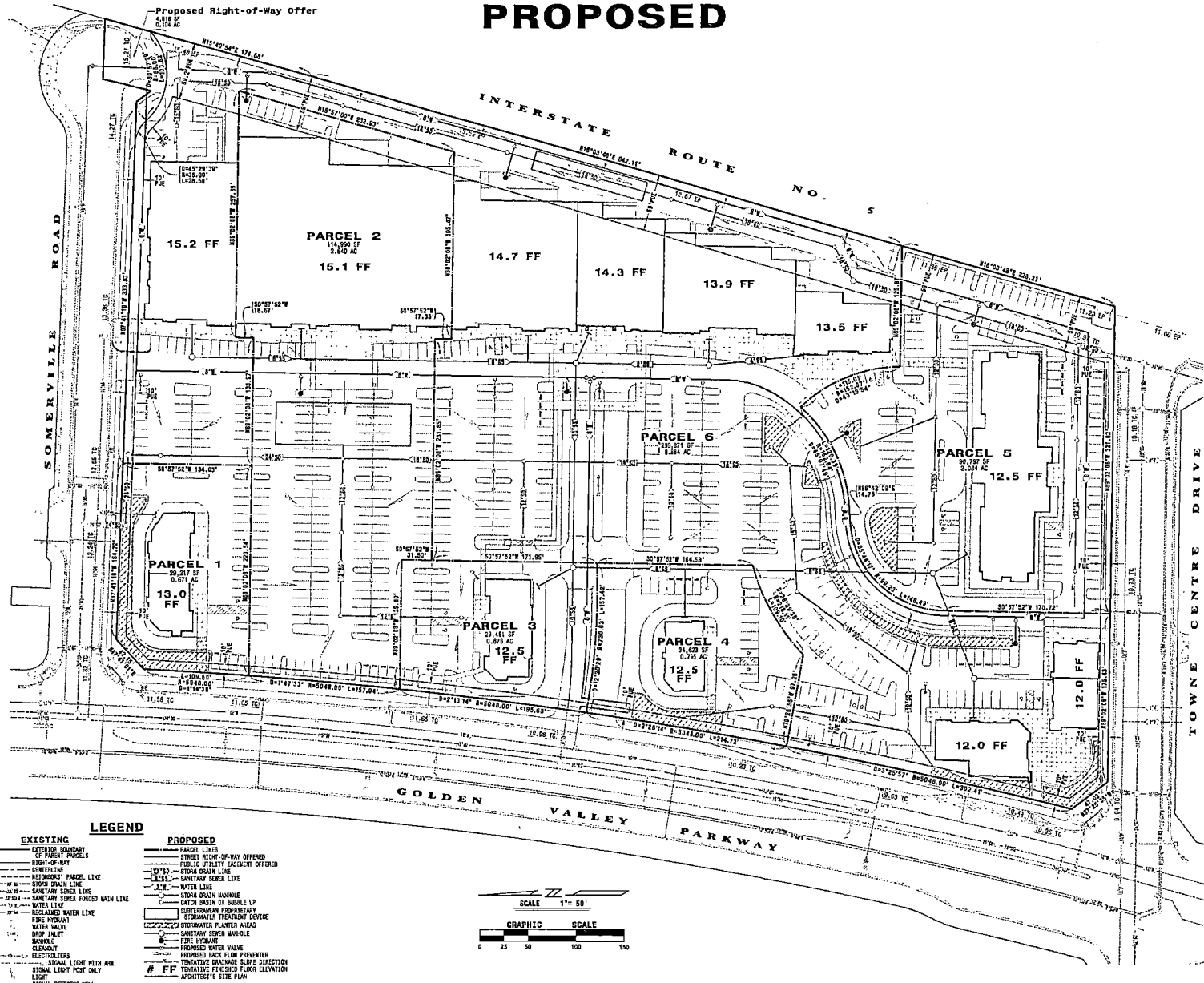
**SUBDIVISION DATA:**

15.584 ACRE PARCEL PARCELS WILL BE SPLIT INTO 8 COMMERCIAL PARCELS:  
MINIMUM PARCEL SIZE IS 29,217 SF / 0.671 AC  
MAXIMUM PARCEL SIZE IS 297,525 SF / 7.000 AC  
AVERAGE PARCEL SIZE IS 160,579 SF / 3.203 AC

**OFFER OF DEDICATIONS:**

4,169 SF OF STREET RIGHT-OF-WAY TO BE OFFERED TO COMPLETE THE 64'-06"-SAC AT THE EAST END OF SOMERVILLE ROAD. PUBLIC UTILITY EASEMENTS TO BE OFFERED FOR THE ENTIRE ABANDONED MANthey ROAD AND 10' WIDE ALONG THE PROPOSED SOMERVILLE ROAD RIGHT-OF-WAY AND THE EXISTING STREET RIGHTS-OF-WAY OF SOMERVILLE ROAD, GOLDEN VALLEY PARKWAY, AND TOWNE CENTRE DRIVE.

**PROPOSED**

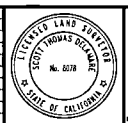


PARCEL TABLE			
PARCEL	AREA SF	AREA AC	PROPOSED USE
1	29,217 SF	0.671 AC	Restaurant
2	114,990 SF	2.640 AC	Retail
3	29,461 SF	0.676 AC	Restaurant
4	34,823 SF	0.795 AC	Restaurant
5	80,787 SF	1.834 AC	Hotel
6	299,071 SF	6.864 AC	Retail / Restaurants
Proposed Right-of-Way Offer	4,516 SF	0.104 AC	Street Right-of-Way

**LEGEND**

<b>EXISTING</b>	<b>PROPOSED</b>
--- EXISTING BOUNDARY OF PARENT PARCELS	--- PARCEL LINES
--- EXISTING RIGHT-OF-WAY	--- STREET RIGHT-OF-WAY OFFERED
--- EXISTING CENTERLINE	--- PUBLIC UTILITY EASEMENT OFFERED
--- EXISTING RESIDUAL PARCEL LINE	--- STORM DRAIN LINE
--- EXISTING STORM DRAIN LINE	--- SANITARY SEWER LINE
--- EXISTING SANITARY SEWER LINE	--- WATER LINES
--- EXISTING SANITARY SEWER FORCED MAIN LINE	--- STORM DRAIN MANHOLE
--- EXISTING WATER LINE	--- CATCH BASIN OR SLOPE UP
--- EXISTING ESCALATED WATER LINE	--- SPLIT-DRAINAGE PROPERTY
--- EXISTING FIRE HYDRANT	--- STIMULATED TREATMENT DEVICE
--- EXISTING WATER VALVE	--- STORMWATER PLANTER AREAS
--- EXISTING DUMP INLET	--- SANITARY SEWER MANHOLE
--- EXISTING SINKHOLE	--- FIRE HYDRANT
--- EXISTING CLEANOUT	--- PROPOSED WATER VALVE
--- EXISTING SIGNAL LIGHT WITH ARM	--- PROPOSED BACK FLOW PREVENTER
--- EXISTING SIGNAL LIGHT POST ONLY	--- TENTATIVE DRAINAGE SLOPE DIRECTION
--- EXISTING SIGNAL DETECTOR WELL	--- TENTATIVE FINISHED FLOOR ELEVATION
	--- ARCHITECT'S SITE PLAN

NO.	REVISION	DATE



**DF ENGINEERING, INC.**  
 CIVIL ENGINEERING AND SURVEYING  
 3424 TULLY ROAD - SUITE 117 MOORESTOWN, CA 95826  
 TELEPHONE (209) 828-7450 • FAX (209) 828-0457  
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 18 028 6200 Thomas DeLima Feb. 09, 2018

**VESTING TENTATIVE PARCEL MAP LATHROP TOWNE CENTRE RETAIL SHOPPING CENTER**  
 BOUNDED BY SOMERVILLE ROAD TO THE NORTH, INTERSTATE 5 TO THE EAST, TOWNE CENTRE DRIVE SOUTH, AND GOLDEN VALLEY PARKWAY TO THE WEST  
 LYING IN SECTION 34, T.1 S., R.6 E., S.40M.  
 CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

DATE FEB. 09, 2018  
 SHEET 2 OF 2  
 FILE 181-30

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL MEETING****ITEM: ISU SALE TO HEARTLAND EXPRESS, INC. OF IOWA****RECOMMENDATION: Adopt Resolution Approving the Sale of 18 ISUs to Heartland Express, Inc. of Iowa for a Proposed Truck Wash Located at APNs 196-030-029 and 196-030-31**

---

**SUMMARY:**

Heartland Express, Inc. of Iowa (Heartland), formerly Gordan Trucking, is interested in constructing a new truck wash at their facility located at 12550 Harlan Road (APN 196-030-029 and APN 196-030-031) in the City of Lathrop. Heartland has submitted a written request, application, and application fee for the purchase of eighteen (18) ISUs from the City. Heartland has also agreed to pay the full amount per ISU. Staff is requesting that Council adopt the attached resolution, authorizing the sale of 18 ISUs to Heartland.

**BACKGROUND:**

The City of Lathrop received a written request from Heartland (APN 196-030-029 and APN 196-030-031) to purchase eighteen (18) wastewater interceptor service units (ISUs) to their property. The request is to facilitate a truck wash proposed for the property located at 12550 Harlan Road (Project Planning Application No. MSPR-17-39). The truck wash was shown on the approved site plan when the project was approved, but the owner chose to delay construction of that facility. The property is currently allocated fifteen (15) ISUs. Heartland has agreed to pay the full amount per ISU.

In accordance with the Policy for Allocating, Reallocating, and/or Transferring Wastewater Treatment Capacity (ISU Policy) adopted by City Council, the applicant has formally submitted a letter of interest to the City of Lathrop for the purchase of ISUs, and has a formal project application submitted with the Community Development Department, and has paid the City administration fee. Per the ISU Policy the project does not meet one of the foundational criteria that the property is zoned for commercial use, but the purchase of additional ISUs to provide adequate capacity for the truck wash was approved by the Planning Commission on August 11, 2010 (Resolution No. 10-10) and described in the project Conditions of Approval.

The cost to purchase the 18 ISUs is \$152,388. The money received from the purchase of ISU's will be deposited into Fund 603 (Sewer Connection). The funds will be used for sewer related projects and to pay back the General Fund which fronted the cost to expand the Manteca Water Quality Control Facility (MWQCF).

**REASON FOR RECOMMENDATION:**

Heartland has submitted a written request to secure eighteen (18) ISU's for their property, and meets the criteria for allocation in accordance with the City's ISU Policy. Heartland has paid the administration fee of \$500.00 and has agreed to pay for the ISUs within thirty (30) days of approval from the Council. Per the ISU Policy, if payment is not received within 30 days of this Council approval, the transfer will be void. In addition, if a building permit is not obtained within one year, the transfer will be refunded at the City's discretion.

**FISCAL IMPACT:**

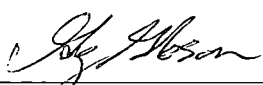
The \$500 administration fee required to cover City staff time to facilitate the ISU transfer and prepare this report has been paid. The funds due for the ISU sale will be due within 30 days of City Council approval.

**ATTACHMENTS:**


- A. Resolution Approving the Sale of 18 ISUs to Heartland Express, Inc. of Iowa for a Truck Wash for APNs 196-030-029 and 196-030-312
- B. Letter to Heartland
- C. Wastewater Treatment Capacity Policy
- D. Grant Deed

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL MEETING  
ISU SALE TO HEARTLAND EXPRESS, INC.**


**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

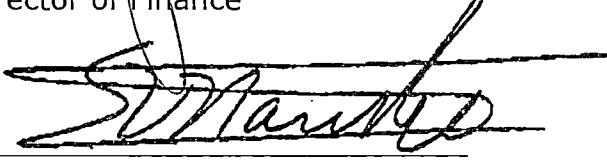
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\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

5/2/18  
\_\_\_\_\_  
Date

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

5/1/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador V. Navarrete  
City Attorney

5/1/18  
\_\_\_\_\_  
Date

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

5-7-18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE SALE OF 18 ISUS TO HEARTLAND EXPRESS, INC. OF IOWA  
FOR A PROPOSED TRUCK WASH LOCATED AT APN 196-030-29 AND APN  
196-030-31**

**WHEREAS**, Staff has received a written request from Heartland Express, Inc. of Iowa (Heartland) to approve the purchase of eighteen (18) wastewater interceptor service units (ISUs) to the property listed in the Assessor's Parcel Book as APN 196-030-029 and 196-030-031, located at 12550 Harlan Road in the City of Lathrop; and

**WHEREAS**, the property listed in the Assessor's Parcel Book as APN 196-030-029 and 196-030-031 currently has fifteen (15) ISUs and requires a total of thirty (33) ISUs to complete a truck wash for the project; and

**WHEREAS**, Heartland has met the criteria as outlined in the City's *Policy for Allocating, Reallocating, and/or Transferring Wastewater Treatment Capacity* (ISU Policy) and has paid for the City's administration fee for processing their transfer request; and

**WHEREAS**, Heartland has paid the \$500 application fee and agrees to pay \$152,388 to purchase the eighteen (18) ISUs within 30 days of Council approval of the ISU transfer.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop approves the sale of eighteen (18) ISUs to APN 196-030-029 and APN 196-030-031 in the City of Lathrop, from City; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop approves the *Purchase of ISU Agreement* for the ISU transfer. Fund 603 is to be increased in the amount of \$152,388 for the purchase price of the ISU's. Staff requests a budget amendment in the following fund.

Increase Revenue  
603-5030-318-0450

\$152,388



The foregoing resolution was passed and adopted this 14th day of May, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

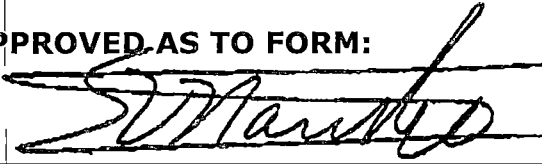
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



ATTACHMENT B

**Department of Public Works**

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7430 – fax (209) 941-7449  
www.ci.lathrop.ca.us

December 13, 2017

**SENT BY ELECTRONIC MAIL**

Mr. J.R. Bergman  
Vice President Fleet Maintenance and Facilities  
901 N Kansas Avenue  
North Liberty, Iowa 52317

**RE: Application Fee for ISU Sale to Heartland Express for a Proposed Truck Wash  
Located at APNs 196-030-29 and 31, 12550 Lathrop Road**

Dear Mr. Bergman:

We have received your letter dated December 7, 2017 requesting to purchase 18 Interceptor Sewer Units (ISUs) for the above referenced property.

The current Wastewater Transfer Policy criteria states that an application fee is to be collected to cover the cost of staff efforts, including the preparation of staff reports for Council action.

The Wastewater Treatment Capacity Application fee is \$500.00 dollars, as outlined in the City of Lathrop Master Fee Schedule.

Please remit payment to the following address:

The City of Lathrop  
Finance Department  
390 Towne Centre Drive  
Lathrop, CA 95330

Should you have any questions or concerns, please contact Greg Gibson, the staff engineer directly involved with this project at (209) 941-7442.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Gibson", written over a horizontal line.

Greg Gibson  
Senior Civil Engineer

Copy: Development File



**PURPOSE:** To Allocate, Reallocate, and/or Transfer Wastewater Treatment Capacity.

**Introduction:**

This policy covers the allocation, reallocation, and/or transfer of wastewater treatment capacity for users utilizing capacity in the Manteca Wastewater Quality Control Facility (MWQCF) or any available wastewater treatment capacity in the Lathrop Consolidated Treatment Facility (LCTF). The wastewater treatment capacity is commonly allocated as an "Interceptor Service Unit" (ISU) for both the MWQCF and for LCTF. For the purpose of this policy, an ISU is equivalent to 260 gallons per day of treatment capacity and the allocation, reallocation, or transfer of existing ISUs between customers or between properties shall be considered a "transfer".

**General Guidelines:**

1. All transfer requests shall be in the form of a written request to the Public Works Director. The transfer is required to be approved by the City Council unless otherwise permitted by this policy.
2. A fully executed copy of Exhibit "A" (attached) shall be submitted with the written request. Exhibit "A" establishes minimum eligibility criteria for a transfer.
3. Transfers of available ISUs may be made to or from a property located in any zoning district within the service areas of the wastewater treatment facilities (MWQCF, LCTF) affected by the transfer at the discretion of the City Council, or to or from property owned by the City. Undeveloped and underdeveloped private property must retain a minimum number of ISUs, generally one (1) per parcel, to permit future development unless the application is accompanied by an offer to dedicate all development rights with respect to a parcel in a form acceptable to the City Attorney.
4. The cost of purchasing ISUs from the City or obtaining City approval of a "parcel to parcel" transfer shall depend on the original funding source of the capacity but, shall generally conform to the following guidelines:
  - a. If the capacity is located in the existing MWQCF collection area, the cost shall be the Sewer Capital Facilities Fee (CFF) adopted by the City Council at the time the transfer or purchase is approved by the City or when the payment is made to the City, whichever is greater.
  - b. If the capacity is located in the existing MWQCF collection area, AND, within an Assessment District (AD) or Community Facilities District (CFD) which paid for the original capacity, the cost shall be the higher of the Sewer Capital Facilities Fee (CFF) or the AD/CFD payoff amount at the next bond redemption period, whichever is greater.
  - c. If the capacity is located in the West Lathrop Specific Plan Area, or the Central Lathrop Specific Plan Area, the cost shall be the higher of the sewer CFF or the AD/CFD payoff amount at the next bond redemption period (whichever is greater) and the Pond and Sprayfield fee.
  - d. The fee shall be paid to the City by the applicant upon approval of the transfer by the City Council. Upon receipt and verification of funds of final



WASTEWATER TREATMENT CAPACITY POLICY

payment by the applicant, the original owner of the ISU will be reimbursed the purchase price less the City's administrative fee.

5. The City's purchase of capacity shall be effective upon mailing of a letter from the Public Works Director or designee to the address on file for the applicant. ISUs may not be purchased for or transferred to undeveloped land unless a proposed project exists for that land. If ISUs are purchased for a proposed project and a building permit, parcel map or final map is not approved within one (1) year from the City Council's approval of the transfer, the City may, at its sole discretion, repurchase the capacity from the applicant. The repurchase price shall be the same as the cost paid by the transferee at the time the transfer originally took place, less the City's administrative fee. Original owner or recipient may request a Form 1099 to document income received from the City for the purchase of sewer capacity.
6. For the purposes of this Wastewater Transfer Policy, a "proposed project" shall include, at a minimum, a formal planning application submitted to the Community Development Department. The application number assigned to the project by that Department shall be clearly indicated on Exhibit "A" and on all other forms and communications with respect to a transfer application. A planning pre-application submittal or verbal project description does not constitute a "proposed project" and is not sufficient to initiate a transfer per this Policy.
7. An applicant may apply to the City to transfer ISUs either before or after the City has taken action on a proposed project. The transfer must be obtained before recordation of a parcel map or final map. At the discretion of the Public Works Director, the transfer may be required before final approval of a proposed project.
8. Any transfer of ISUs may be subject to a "Right of First Refusal" agreement at the option of the transferor. Such an agreement shall specify that capacity may be transferred to the original transferor upon its written request to the City only when alternate, permanent capacity is available to the original transferee. A Right of First Refusal Agreement shall also specify that the cost to repurchase the ISUs shall be equal to the original price paid, less any administrative fees or charges levied by the City. All such agreements shall be subject to City Council approval concurrently with the transfer that is subject to the right of first refusal but a transfer authorized by such an agreement may be approved by the Public Works Director, without further action by the City Council.
9. Applicant, upon approval of the transfer by City Council, may become responsible for ongoing operations and maintenance associated with the capacity being transferred, regardless of whether the proposed projects builds or not. This responsibility will end upon repurchase of the capacity by the City. The responsibility to pay for operations and maintenance cost incurred prior to any repurchase of capacity by the City will not end upon that repurchase at the City's discretion, the repurchase cost maybe reduced by the value of any operations and maintenance unpaid by the applicant.



WASTEWATER TREATMENT CAPACITY POLICY

**Application Process:**

The applicant should contact the Public Works Department to determine if there are unallocated ISUs available for purchase, or if it is possible to transfer ISUs from undeveloped or underdeveloped property. If the applicant wishes to purchase unallocated ISUs, or to transfer ISUs from undeveloped or underdeveloped property, the following process shall be followed:

1. The applicant shall make a written request to the Public Works Director to transfer ISUs.

For a same owner, parcel to parcel transfer request which does not include the purchase of unallocated ISU's, the request shall include:

- a. An executed copy of Exhibit "A", *Wastewater Transfer Criteria*. Exhibit "A" establishes a list of "Foundational Criteria" establishing the eligibility of the ISU transfer. The "Land Use Criteria" does not apply
- b. The number of ISUs requested.
- c. An application fee to cover the cost of staff efforts, including the preparation of staff reports for Council action which shall be established from time to time by resolution of the City Council.
- d. A commitment signed by one authorized to bind the applicant to construct any sewer line extensions and other facilities necessary to utilize the ISUs.

For a transfer request which does not qualify as a same owner, parcel to parcel transfer, the request shall include:

- a. An executed copy of Exhibit "A", *Wastewater Transfer Criteria*. Exhibit "A" establishes a list of "Foundational Criteria" establishing the eligibility of a proposed project to receive ISUs. Additionally, Exhibit "A" establishes a list of "Land Use Criteria" to establish priorities of projects for allocation of limited ISUs. Projects must receive a minimum score of seven (7) to be eligible for a transfer.
- b. An executed copy of Exhibit "B", *Purchase of ISU Agreement*. The Agreement establishes the fact that the cost per ISU is under review and not yet finalized. The Applicant must agree to pay the City the final cost of the ISUs, as established by City ordinance, when that cost is determined.
- c. The number of ISUs requested.
- d. A description of the proposed project in sufficient detail to identify the potential impacts and benefits of the proposed development. This description should identify the planning application number assigned by the City's Community Development Department, if applicable, and/or the parcel/tract map number.



WASTEWATER TREATMENT CAPACITY POLICY

- e. A commitment signed by a person authorized to bind the applicant to obtain a building permit, parcel map or final map within one (1) year from City Council's approval of the transfer. At the City's sole discretion the ISUs shall revert back to the City at the end of one (1) year unless the City Council approves an extension of time. Any request for an extension of time must be provided in writing and addressed to the Director of Public Works. The repurchase price shall be the cost paid by the transferee, less the City's administrative fee.
  - f. An application fee to cover the cost of staff efforts, including the preparation of staff reports for Council action which shall be established from time to time by resolution of the City Council.
  - g. A commitment signed by one authorized to bind the applicant to construct any sewer line extensions and other facilities necessary to utilize the ISUs.
2. Upon an applicant's completion of an application pursuant to paragraph 1 immediately above, and after determination that the minimum eligibility criteria for a transfer have been met, the Public Works Director will prepare a report for City Council action. The City Council may approve or deny the applicant's request in its sole discretion. If approved, the City Council may authorize the City Manager to execute an agreement, approved by the City Attorney, with the applicant.
  3. If the City Council approves a transfer of ISUs between parcels, the applicant shall pay all costs to prepare and record an agreement(s) for the transfer. The agreement(s) shall run with the land and be recorded to give notice to future property owners of the transfer and limitations on future development arising from the transfer.
  4. The fully executed agreement(s), and payment in the amount of 100% of the cost of the units, shall be submitted to the Public Works Director within thirty (30) days of the City Council action or the transfer will be void. The Public Works Director will cause the funds to be paid to the transferee or deposited with the City and will record any agreement(s). The applicant may then obtain a building permit, parcel map or final map if all other necessary permits and approvals for their proposed development/project have been issued.
  5. If a transfer of units is to City property, the Public Works Director shall prepare a report for the City Council. The report should include:
    - a. A brief description of the reason for the request.
    - b. The number of ISUs requested.
    - c. The source of the ISUs.
  6. ISUs transferred shall be limited to units that are currently available.
  7. ISUs on City property, or public rights-of-way held by the City, may be reallocated to other City property by City Council action.



WASTEWATER TREATMENT CAPACITY POLICY

EXHIBIT A

CITY OF LATHROP
APPLICATION FOR WASTEWATER CAPACITY TRANSFER

This is a request to allocate, reallocate or transfer wastewater treatment capacity defined as Interceptor Sewer Units (ISUs) for service to the following real property:

Address: 12550 S. Harlan Road

APN(s): 196-030-29 & 31

Project Planning Application No.: MSPR-17-39

Foundational Criteria

For a same owner parcel to parcel transfer request which does not include the purchase of unallocated ISU's, the applicant must meet all six (6) of the following Foundational Criteria before the City will process this request for an ISU transfer:

- 1. Is the request in violation of any applicable Federal, State, County, or City laws, regulations or ordinances? YES NO X
2. Prior to filing this request, has the applicant reimbursed the City for all ISU allocations previously approved by the City Council, and paid the administrative fee required for processing this application? YES X NO
3. Is the property receiving the ISU transfer zoned for commercial use? YES NO X
4. Will the transfer request result in the receiving property having ten (10) or less ISU's? YES NO X
5. Are there any pending and/or unexpired planning approvals on the property where the ISU's are originating that require the use of the ISU's to be transferred? YES NO X
6. Has the applicant provided proof of ownership or evidence they are a representative of the owner, in the form of a Grant Deed, Title Report, or other documentation signed by the owner, clearly evidencing the legal right to act on behalf of, or otherwise affect, the ISU originating and receiving properties? YES X NO

\* Indicates the answer required in order to meet "Foundation Criteria"



WASTEWATER TREATMENT CAPACITY POLICY

For a transfer request which does not qualify as a same owner parcel to parcel transfer the applicant must meet all six (6) of the following Foundational Criteria before the City will process this request for an ISU transfer:

- 1. Is the request in violation of any applicable Federal, State, County, or City laws, regulations or ordinances?  
YES \_\_\_\_\_ \*NO X
- 2. Prior to filing this request, has the applicant reimbursed the City for all ISU allocations previously approved by the City Council, and paid the administrative fee required for processing this application?  
\*YES X NO \_\_\_\_\_
- 3. Has the applicant signed the *City of Lathrop Purchase of ISU Agreement* (Exhibit "B")?  
\*YES X NO \_\_\_\_\_ N/A \_\_\_\_\_
- 4. Is the proposed development consistent with the Historical Lathrop Guidelines, if applicable?  
\*YES \_\_\_\_\_ NO \_\_\_\_\_ N/A X
- \* 5. Is the proposed development consistent with the City's General Plan, Zoning Ordinance and Utility Master Plan?  
\*YES X NO \_\_\_\_\_
- 6. Has the applicant provided proof of ownership or evidence they are a representative of the owner, in the form of a Grant Deed, Title Report, or other documentation signed by the owner, clearly evidencing the legal right to act on behalf of, or otherwise affect, the subject property?  
\*YES X NO \_\_\_\_\_

\* Indicates the answer required in order to meet "Foundation Criteria"

\* NOTE: The proposed development is consistent with the draft wastewater master plan anticipated to be adopted in 2018





WASTEWATER TREATMENT CAPACITY POLICY

**Land Use Criteria**

After applying the following Land Use Criteria, this request must achieve a total of seven (7) points before the transfer may be recommended to the City Council for approval:

1. Does a health and safety condition exist necessitating an immediate need for capacity?

YES = 1 point  
NO = 0 points

Criteria #1 Points: 1

2. Based upon Commercial and Industrial priorities established by the City Council, the applicant's request is ranked as follows:

- a. Commercial = 10 points
- b. Industrial = 7 points
- c. Residential = 4 points
- d. Institutional = 1 point

Criteria #2 Points: 10

3. Is the development a High Density Residential project?

YES = 1 point  
NO = 0 points

Criteria #3 Points: 0

4. If this is a residential development, will the development include at least 50% of the units guaranteed for low income persons?

YES = 1 point  
NO = 0 points

Criteria #4 Points: NA

5. Is the project requesting two (2) or fewer ISUs at build out?

YES = 2 points  
NO = 0 points

Criteria #5 Points: 0

6. Will the development result in permanent (not construction) jobs being created?

0-10 = 0 point  
10-25 = 2 points  
25-100 = 3 points

Criteria #6 Points: 0

7. Has the CEQA process been completed, and if so have mitigation monitoring measures and/or conditions of approval been agreed to and/or funded by applicant?

YES = 1 point  
NO = 0 points

Criteria #7 Points: 1

**Total Project Points** 12



WASTEWATER TREATMENT CAPACITY POLICY


Since the City Council has declared that priority will be given to commercial development, no proposed development with a score of fewer than seven (7) points will be considered for allocation of any remaining ISUs. For a parcel-to-parcel transfer, the Land Use Criteria are not applicable.

For parcel-to-parcel transfers, if this request is approved by the City Council, then the City shall record in the County of San Joaquin Recorder / Clerk's Office, a Notice of Transfer of Interceptor Service Units Affecting Certain Real Property (Exhibit "C"). The form of this Notice will be provided by the City; however, before the Notice is executed, acknowledged by a notary public or recorded, the applicant shall provide the City an accurate legal description of the subject property.

I, the undersigned, owner and / or agent declare under penalty of perjury under the laws of the State of California that:

1. The information provided by the undersigned to the City in support of this request is true and correct.
2. For ISU transfers requiring a proposed project the applicant will make best efforts to obtain a building permit, parcel map or final map within one (1) year from City Council's approval of the transfer and recognizes that the ISUs will revert to the City if the applicant does not obtain a building permit, parcel map or final map in that time unless the City Council grants an extension of time.
3. The applicant will construct any sewer line extensions and other facilities necessary to utilize the ISUs to the satisfaction of the Public Works Director and in compliance with applicable City standards prior to obtaining a building permit, parcel map or final map.
4. The applicant agrees to accept responsibility for paying any ongoing maintenance cost associated with the ISU's being purchased/transferred/reassigned, beginning from the date the transferred is approved by the City Council.

**SIGNATURES**

  
 \_\_\_\_\_  
 Signature Date

J.R. BERGMAN 12-12-17  
 \_\_\_\_\_  
 Print Name Date

**As agent for:**

Heartland Express Inc. of Iowa  
 Applicant (if the Applicant is an entity, print its legal name here)





EXHIBIT B

CITY OF LATHROP PURCHASE OR TRANSFER OF ISU AGREEMENT

This PURCHASE OF ISU AGREEMENT ("Agreement") is entered into as of this \_\_\_ day of \_\_\_, 20\_\_\_, by and between The City of Lathrop ("City") and \_\_\_ ("Builder").

RECITALS

A. City has certain reserved capacity for sewage disposal in the joint Manteca-Lathrop Water Quality Control Facility ("MWQCF") as well as the Lathrop Consolidated Treatment Facility (LCTF).

B. That reserved, but unused, capacity is expressed, for purposes of this Agreement, as a certain number of Interceptor Service Units ("ISU") of 260 gallons per day of sewer treatment capacity in the MWQCF or the LCTF.

C. Builder desires to purchase, and City desires to sell, 18 ISUs.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Builder and City hereby agrees as follows:

- 1. City hereby sells to Builder 18 ISUs for use on the property identified as (street address or APN) ("the Land").
2. Builder understands and agrees that the price of an ISU that is serviced by the Manteca Plant includes two (2) components: a Capacity Cost and a Collection System Cost. The current Capacity Cost for sewer service in the Manteca Plant WQCF is One Hundred Fifty-two thousand Three Hundred Eighty Eight \$152,388. The Capacity Cost is due within thirty (30) days of Council approval of the ISU purchase. The current Collection System Cost is project-specific and is based upon the size of the water meter(s) utilized for the project. Collection System costs can be found on the City Website under utility rates. The Collection System Cost is collected during the Building Permit process and is due from Builder prior to the issuance of Building Permits and Builder agrees City will not issue building permits for structures to be served the ISUs sold under this agreement until Builder pays that Collection System Cost to City.
3. If the builder wishes to purchase or transfer capacity that is serviced by the LCTF, the total cost including capacity and collection system charges will be (\$\_\_\_ per gallon x 260 gallons per ISU) = \$\_\_\_ per ISU. For purposes of this agreement, the Capacity cost is 50% of the total cost of an ISU and the collection system cost is 50%. The capacity cost is due within 30 days of Council approval of the ISU purchase and the Collection system cost will be due prior to the issuance of the building permit.
4. Builder acknowledges that the transfer of 18 ISU's from the MWQCF (MWQCF or LCTF) requires the new owner to pay operations and maintenance costs from the date





**EXHIBIT C**

**NOTICE OF TRANSFER OF  
INTERCEPTOR SEWER UNITS (ISUs)  
AFFECTING CERTAIN REAL PROPERTY**

Notice is hereby given that \_\_\_\_\_ (owner / grantor) hereby transfers to \_\_\_\_\_ (buyer / grantee) \_\_\_\_\_ Interceptor Sewer Units (ISUs) pursuant to an Agreement/Approved Application with the City of Lathrop dated \_\_\_\_\_, 20\_\_\_\_, which Agreement/Approved Application affects the real property commonly known as \_\_\_\_\_, City of Lathrop, County of San Joaquin, State of California, and the legal description of the real property from which the ISUs are transferred is attached as Exhibit "1" and incorporated by reference herein.

Notice is given further that the real property to which the ISUs are transferred is commonly known as \_\_\_\_\_, City of Lathrop, County of San Joaquin, State of California, and the legal description of said real property is attached as Exhibit "2" and incorporated by reference herein.

This notice shall be duly recorded in the records of the County of San Joaquin Clerk / Recorder's Office.

**Dated:** \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Owner/Grantor Signature**

\_\_\_\_\_  
**Print Name**

Doc #: 2014-045737  
05/09/2014 08:08:35 AM  
Page 1 of 3 Fee: \$30.00 Tax Paid: \$3,107.50  
Kenneth W. Blakemore  
San Joaquin County Recorder  
Paid By: CHICAGO TITLE COMPANY STOCKTON

**RECORDING REQUESTED BY:**  
Chicago Title Company  
Escrow No.:  
Locate No.: CACT17739-7739-4532-0053224622  
Title No.: 14-53224622-LM

**When Recorded Mail Document  
and Tax Statement To:**  
Heartland Express Inc. of Iowa  
12550 and 12590 South Harlan Road  
Lathrop, CA 95330

APN: 196-030-29 & 196-030-31

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$3,107.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Lathrop

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CAL S&S, LLC**, a California limited liability company, hereby GRANT(S) to **HEARTLAND EXPRESS INC. OF IOWA**, an Iowa Corporation, the following described real property in the City of Lathrop, County of San Joaquin, State of California:

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

**CAL S&S, LLC**

DATED: 5/6/2014

By: Scott A. Gordon  
Scott A. Gordon, Manager

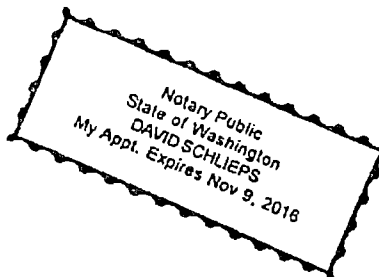
State of Washington )  
County of PIERCE SS.

NOTARY SEAL

I certify that I know or have satisfactory evidence that Scott A. Gordon is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Manager of **Cal S&S, LLC**, a California limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 6 MAY 2014

DC  
Notary name: DAVID SCHLIEPS  
Notary Public in and for the State of Washington  
Residing at TACOMA  
My appointment expires: 9 NOV 2016



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED

Escrow No.:  
Locate No.: CACTI7739-7739-4532-0053224622  
Title No.: 14-53224622-LM

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON NOVEMBER 4, 2008, AS INSTRUMENT NO. 2008-174214, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON MARCH 19, 1985, AS INSTRUMENT NO. 85-018340, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE EAST HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE 43.21 ACRE PARCEL ENTITLED "REMAINDER" AS SHOWN ON THE PARCEL MAP FILED IN BOOK 21 OF PARCEL MAPS AT PAGE 144, SAN JOAQUIN COUNTY RECORDS, SAID POINT BEING SOUTH 00° 18' 44" WEST, 625.01 FEET FROM THE NORTHEAST CORNER OF SAID 43.21 ACRE PARCEL;

THENCE ALONG A LINE PARALLEL WITH AND 625.00 FEET SOUTH OF, MEASURED AT A RIGHT ANGLE, TO THE NORTH LINE OF SAID 43.21 ACRE PARCEL SOUTH 89° 57' 14" WEST, 2026.30 FEET TO THE EAST LINE OF THAT REAL PARCEL OF LAND DESCRIBED IN SAID GRANT DEED FILED AS DOCUMENT NUMBER 85-18340 ON MARCH 19, 1985, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SAID EAST AND SOUTH LINE OF SAID REAL PARCEL OF LAND THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 10° 06' 29" WEST, 67.43 FEET;
- 2) NORTH 89° 55' 14" WEST, 355.63 FEET

THENCE LEAVING SAID SOUTH LINE, NORTHWESTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS, NORTH 30° 58' 30" EAST, THROUGH A CENTRAL ANGLE OF 48° 05' 21" AN ARC DISTANCE OF 54.56 FEET TO A POINT IN THE EASTERLY LINE OF THAT CERTAIN 26.00 FOOT WIDE PARCEL OF LAND CONVEYED FROM PETS & PALS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION TO THE CITY OF LATHROP, CALIFORNIA, A POLITICAL CORPORATION AND GOVERNMENTAL AGENCY, DATED December 9, 2011 AND RECORDED ON December 29, 2011 AS DOCUMENT NUMBER 2011-164118, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID EASTERLY LINE, SOUTH 10° 16' 56" WEST, 44.05 FEET TO A POINT IN THE SOUTHERLY LINE OF SECOND SAID PARCEL (85-018340), SAID POINT IN SAID SOUTHERLY LINE BEING AT THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HARLAN ROAD AS SAID RIGHT-OF-WAY IS DESIGNATED, SHOWN AND OFFERED FOR DEDICATION AS "26' RIGHT-OF-WAY WIDENING" ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON MARCH 7, 2000 IN BOOK 21 OF PARCEL MAPS AT PAGE 144, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 10° 16' 56" WEST, 141.61 FEET;
- 2) SOUTH 10° 27' 38" WEST, 87.83 FEET TO THE NORTH LINE OF PARCEL "A" AS SHOWN ON SAID PARCEL MAP FILED IN BOOK 21 OF PARCEL MAPS AT PAGE 144;

THENCE ALONG SAID NORTH LINE OF PARCEL "A" THE FOLLOWING FIVE (5) COURSES:



- 1) NORTH 89° 57' 33" EAST, 927.48 FEET;
- 2) SOUTH 00° 02' 27" EAST, 15.00 FEET;
- 3) NORTH 89° 57' 33" EAST, 121.00 FEET;
- 4) NORTH 00° 02' 27" WEST, 15.00 FEET;
- 5) NORTH 89° 57' 33" EAST, 1423.15 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE ALONG THE EAST LINE OF SAID 43.21 ACRE PARCEL NORTH 00° 18' 44" EAST, 291.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS PREPARED IN CONFORMANCE WITH LOT LINE ADJUSTMENT 2012 0036 AS APPROVED BY THE CITY OF LATHROP.

BEING ADJUSTED PARCEL 1 ON THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT RECORDED July 27, 2012, INSTRUMENT NO. 2012-94693, OF OFFICIAL RECORDS.

APN: 196-030-29 AND 196-030-31

APN: 196-030-29 & 196-030-31

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPT IMPROVEMENTS FROM STUDEBAKER BROWN ELECTRIC FOR CIP PS 17-02 TRAFFIC SIGNAL AT RIVER ISLANDS PARKWAY AND MCKEE BOULEVARD AND FOR CIP PS 17-05 TRAFFIC SIGNAL AT HARLAN ROAD AND STONEBRIDGE LANE**

**RECOMMENDATION:** **Adopt a Resolution Accepting Improvements from Studebaker Brown Electric for CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and for CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane and Authorize the Filing of a Notice of Completion and Release of Contract Retention**

---

**SUMMARY:**

Studebaker Brown Electric (SBE) has completed construction of Capital Improvement Project (CIP) PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane. Staff is recommending that City Council adopt a resolution accepting the improvements from SBE and file a Notice of Completion (NOC) with San Joaquin County Clerk. Staff is also requesting the release contract of retention to SBE in the amount of \$30,250.87, 45 days after recording the NOC.

**BACKGROUND:**

CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane were both created in 2016. In May 2017 the contract plans and specifications were completed and the two projects were advertised together due to similar types of work and potential cost savings associated with building them at the same time. In July 2017 City Council authorized a contract with SBE for construction of PS 17-02 and PS 17-05.

SBE has completed construction of PS 17-02 and PS 17-05 and staff is recommending that City Council adopt a resolution accepting the improvements and authorize staff to file a NOC with the San Joaquin County Clerk and release contract retention, 45 days after recording the NOC. Prior to releasing contract retention, staff will require the contractor to furnish a one-year warranty bond that will begin on the date of project acceptance and provide all lien releases for the materials supplied and work completed.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS FOR CIP PS 17-02 TRAFFIC SIGNAL AT RIVER ISLANDS PARKWAY AND MCKEE BOULEVARD AND FOR CIP PS 17-05 TRAFFIC SIGNAL AT HARLAN ROAD AND STONEBRIDGE LANE**

**REASON FOR RECOMMENDATION:**

SBE has completed construction of PS 17-02 and PS 17-05. The work has been completed per the contract documents, inspected by City staff and meets the satisfaction of the City Engineer. City Council's acceptance of these improvements and authorization to file a NOC with the San Joaquin County Clerk. Staff is also requesting the release contract retention to SBE in the amount of \$30,250.87, 45 days after recording the NOC as required by the contract specifications and plans and the City's Municipal Code.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Public Safety by providing roadway improvements at the intersection of River Islands Parkway and McKee Boulevard and the intersection of Harlan Road and Stonebridge Lane.

**FISCAL IMPACT:**

In July 2017 City Council authorized a contract with SBE in the amount of \$580,400 and a 10% construction contingency of \$58,040 for a total construction authorization of \$638,440 for PS 17-02 and PS 17-05.

The final construction contract amount is \$605,017.30. Adequate funds have been allocated in the FY 17/18 budget to close out the project. With the completion of project PS 17-02 and PS 17-05, staff requests that unused funds be transferred back to their funding sources.

**ATTACHMENTS:**

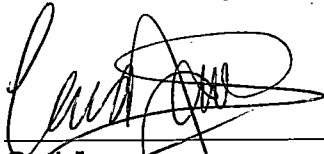
- A. Resolution Accepting Improvements from Studebaker Brown Electric for CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and for CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane and Authorize the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion
- C. GASB Report for PS 17-02
- D. GASB Report for PS 17-05

**CITY MANAGER'S REPORT** **PAGE 3**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS FOR CIP PS 17-02 TRAFFIC SIGNAL AT RIVER**  
**ISLANDS PARKWAY AND MCKEE BOULEVARD AND FOR CIP PS 17-05**  
**TRAFFIC SIGNAL AT HARLAN ROAD AND STONEBRIDGE LANE**

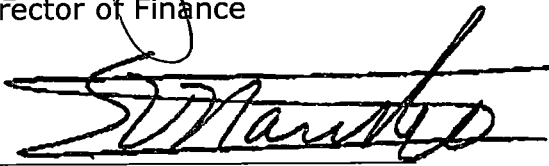
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Senior Civil Engineer

5-2-18  
Date

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

6/2/18  
Date

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

5/2/18  
Date

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

5-1-18  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ACCEPTING IMPROVEMENTS FROM STUDEBAKER BROWN ELECTRIC FOR  
CIP PS 17-02 TRAFFIC SIGNAL AT RIVER ISLANDS PARKWAY AND MCKEE  
BOULEVARD AND FOR CIP PS 17-05 TRAFFIC SIGNAL AT HARLAN ROAD  
AND STONEBRIDGE LANE AND AUTHORIZE THE FILING OF A NOTICE OF  
COMPLETION AND RELEASE OF CONTRACT RETENTION**

**WHEREAS**, Capital Improvement Project (CIP) PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane were included in the approved Fiscal Year 2017/18 budget; and

**WHEREAS**, on July, 2017 City Council awarded the contract for PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane to Studebaker Brown Electric, Inc. in the amount of in the amount of \$580,400 and a 10% construction contingency of \$58,040 for a total construction authorization of \$638,440; and

**WHEREAS**, during construction, contract amendments totaling \$24,617.30 were issued for a final contract amount of \$605,017.30 and

**WHEREAS**, Studebaker Brown Electric, Inc. has completed construction of the Traffic Signal at River Islands Parkway and McKee Boulevard and the Traffic Signal at Harlan Road and Stonebridge Lane Project; and

**WHEREAS**, with the completion of project PS 17-02 and PS 17-05, staff requests that unused funds be transferred back to their funding sources; and

**WHEREAS**, the work has been completed per the contract documents, inspected by City staff and meets the satisfaction of the City Engineer; and

**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 Studebaker Brown Electric, Inc. on CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane as complete and authorizes the City Manager, or his designee, to file a Notice of Completion with the San Joaquin Recorder/County Clerk's Office for the work being accepted; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby authorizes staff to release the retention in the amount of \$30,250.87, 45 days after recording of the Notice of Completion.

The foregoing resolution was passed and adopted this 14th day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

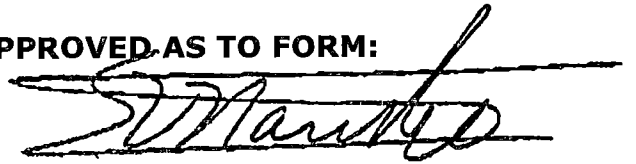
ABSTAIN:

ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**

A handwritten signature in black ink, appearing to read "S. Navarrete", is written over a horizontal line. The signature is stylized and cursive.

\_\_\_\_\_  
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:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>California</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Project No. CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and for CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane by Studebaker Brown Electric.
- That on the 14th day of May 2018 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: Studebaker Brown Electric
- That the name and address of the transferor is:  

NAME	STREET AND NO.	CITY	STATE
<u>Studebaker Brown Electric</u>	<u>6643 32nd Street #106</u>	<u>North Highlands</u>	<u>CA 95660</u>
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Project No. CIP PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard and for CIP PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane

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 **May 14, 2018 from Studebaker Brown Electric, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **May 14, 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)**

Submitted by: Michael King (Senior Civil Engineer)

Date: 4-29-2018

Tract No.: PS 17-02 Traffic Signal at River Islands Parkway and McKee Boulevard

<b><i>Traffic Signal</i></b>				
<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
TS Foundations	EA	9	\$ 5,000.00	\$ 45,000.00
Service & Controller Foundation	EA	2	\$ 6,000.00	\$ 12,000.00
Conduit	LS	1	\$ 9,500.00	\$ 9,500.00
Boxes	EA	12	\$ 850.00	\$ 10,200.00
Service Cabinet & BBS	EA	1	\$ 9,500.00	\$ 9,500.00
Controller Cabinet	EA	1	\$ 16,500.00	\$ 16,500.00
TS Poles w/ Gear	EA	9	\$ 10,500.00	\$ 94,500.00
Wire	LS	1	\$ 31,600.00	\$ 31,600.00
Loops	LS	1	\$ 13,575.00	\$ 13,575.00
<b>Total</b>				<b>\$ 242,375.00</b>

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

Submitted by: Michael King (Senior Civil Engineer)

Date: 4-29-2018

Tract No.: PS 17-05 Traffic Signal at Harlan Road and Stonebridge Lane

<b><i>Traffic Signal</i></b>					
<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>	
TS Foundations	EA	6	\$ 4,500.00	\$ 27,000.00	
Service & Controller Foundation	EA	2	\$ 6,000.00	\$ 12,000.00	
Conduit	LS	1	\$ 15,000.00	\$ 15,000.00	
Boxes	EA	16	\$ 850.00	\$ 13,600.00	
Service Cabinet & BBS	EA	1	\$ 9,500.00	\$ 9,500.00	
Controller Cabinet	EA	1	\$ 16,500.00	\$ 16,500.00	
TS Poles w/ Gear	EA	6	\$ 8,500.00	\$ 51,000.00	
Wire	LS	1	\$ 7,400.00	\$ 7,400.00	
Loops	EA	25	\$ 1,200.00	\$ 30,000.00	
Detector Handholes	EA	7	\$ 950.00	\$ 6,650.00	
Crack Seal	LS	1	\$ 7,500.00	\$ 7,500.00	
Slurry Seal	LS	1	\$ 30,000.00	\$ 30,000.00	
Striping	LS	1	\$ 15,000.00	\$ 15,000.00	

Total	\$ 241,150.00
-------	---------------

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Studebaker Brown Electric, Inc.

Name of Customer: City of Latrop

Job Location: Latrop Traffic Signal

Owner: City of Latrop

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Latrop

Amount of Check: \$ 31,000.00

Check Payable to: Studebaker Brown Electric, Inc.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: [Handwritten Signature]

Claimant's Title: Office mgr

Date of Signature: 5/2/18



**CITY MANAGER’S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
EMERGENCY CONSTRUCTION CONTRACT WITH TEICHERT CONSTRUCTION  
FOR REPAIRS TO THE CROSSROADS STORM DRAIN SYSTEM**

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM**

This agenda item promotes Public Safety by maintaining public services in an efficient and timely manner.

**FISCAL IMPACT**

The emergency construction services are within the Crossroads Storm Drain City Zone 1A. The Crossroads Storm Drain Capital Replacement Fund has a current balance of \$69,766, which is not sufficient to cover the cost of the emergency construction services. The emergency construction services are being tracked on a time and material basis with a total estimated cost of \$279,500.

Staff request City Council approve the creation of CIP SD 18-13 and a budget amendment transferring \$69,766 from the Crossroads Storm Drain Capital Replacement Fund (2490) and \$209,734 from the General Fund Reserves Fund (1010) as follows:

Increase Transfer Out 1010-99-00-990-90-10	\$209,734
Increase Transfer Out 2490-99-00-990-90-10	\$69,766
Increase Transfer In 3910-99-00-393-00-00	\$279,500
Increase Appropriation 3910-8000-420-1200      SD 18-13	\$279,500

**ATTACHMENTS**


- A. Resolution to Ratify City Manager’s Approval of Emergency Construction Contract with Teichert Construction for Repairs to the Crossroads Storm Drain System and Approve Creation of CIP SD 18-13 and Related Budget Amendment
- B. Construction Contract Between the City of Lathrop and Teichert Construction for Emergency Repair to the Crossroad Storm Drain Line CIP SD 18-13

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
EMERGENCY CONSTRUCTION CONTRACT WITH TEICHERT CONSTRUCTION  
FOR REPAIRS TO THE CROSSROADS STORM DRAIN SYSTEM**

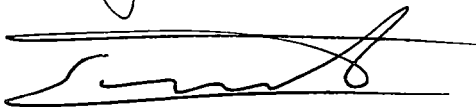
**APPROVALS**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

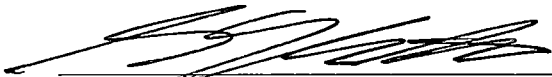
5-7-2018  
Date

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

5/8/18  
Date

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

5-8-18  
Date

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

5.9.18  
Date

**RESOLUTION 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY CITY MANAGER'S APPROVAL OF AN EMERGENCY CONSTRUCTION CONTRACT WITH TEICHERT CONSTRUCTION FOR REPAIRS TO THE CROSSROADS STORM DRAIN SYSTEM AND APPROVE CREATION OF CIP SD 18-13 AND RELATED BUDGET AMENDMENT**

**WHEREAS**, in April 2018 while performing routine maintenance on the Crossroads storm drain system, staff identified a potential failure in an existing 84" storm drain pipe; and

**WHEREAS**, failure of the existing 84" storm drain pipe would put the entire Crossroads Business Park at risk and cause significant damage to the roadway and other public utilities around the storm drain pipe; and

**WHEREAS**, in an effort to determine the full scope of the potential failure, the City Manager approved a purchase order for \$30,000 with Teichert Construction (Teichert) to clean and inspect the existing pipe; and

**WHEREAS**, Teichert, along with City staff, determined that approximately 200 feet of storm drain pipe was damaged beyond repair and needed to be replaced; and

**WHEREAS**, Teichert is specially trained, experienced, and competent to perform emergency storm drain services in a timely manner; and

**WHEREAS**, in accordance with Lathrop Municipal Code Section 2.36.080, titled "Emergency Procedures," the City Manager approved an emergency construction contract with Teichert to maintain public services in an efficient and timely manner; and

**WHEREAS**, the emergency construction services are being tracked on a time and material basis with a total estimated cost of \$279,500; and

**WHEREAS**, the Crossroads Storm Drain Capital Replacement Fund has a current balance of \$69,766, which is not sufficient to cover the cost of the emergency construction services; and

**WHEREAS**, staff requests City Council ratify the City Manager's approval of an emergency construction contract with Teichert, approve the creation of Capital Improvement Project (CIP) SD 18-13 and approve a budget amendment transferring \$209,734 from the General Fund Reserves (1010) to cover these emergency construction services; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby ratifies the City Manager's signature for the Emergency Construction Contract with Teichert; and



**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$69,766 from the Crossroads Storm Drain Capital Replacement Fund (2490) and \$209,734 from the General Fund Reserves Fund (1010) as follows

Increase Transfer Out		
1010-99-00-990-90-10		\$209,734
Increase Transfer Out		
2490-99-00-990-90-10		\$ 69,766
Increase Transfer In		
3910-99-00-393-00-00		\$279,500
Increase Appropriation:		
3910-8000-420-1200	SD 18-13	\$279,500

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sonny Dhaliwal, Mayor

**ATTEST:**

---

Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



---

Salvador Navarrete, City Attorney

# ORIGINAL

## CONSTRUCTION CONTRACT BETWEEN THE CITY OF LATHROP AND TEICHERT CONSTRUCTION FOR EMERGENCY REPAIR TO THE CROSSROAD STORM DRAIN LINE CIP SD 18-13

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on the date April 18, 2018 set forth below, by and between the City of Lathrop (hereinafter "City") and Teichert Construction (hereinafter "Contractor").

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

### SCOPE OF WORK

The City identified excessive sediment in the pump station and realized the Crossroads storm drain line was cracked and issued a Purchase Order to Contractor to evaluate the Crossroads storm drain line at a cost not to exceed \$30,000. Contractor cleaned the Crossroads line and identified an eminent danger of the Crossroads line collapsing, which would likely flood businesses within the area. The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment and services necessary for emergency repair to the 84" Crossroads storm drain line to avoid the identified risk of eminent failure. The work is being performed as an emergency repair as defined in Lathrop Municipal Code 2.32.020 and Lathrop Municipal Code 13.28.200. Due to the eminent risk of health and safety, the City does not have adequate time to follow the public bid process. City Council will be asked by staff to ratify the City Manager's signature and decision to execute an emergency repair Contract with Contractor at a future City Council meeting. Contractor provided a scope of work including hourly rates for the emergency repair services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to complete the work to the satisfaction of City and subject to inspection, or its representatives.

### CONTRACT PRICE

CITY hereby agrees to pay Contractor on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$249,452** for Emergency services to repair the Crossroads storm drain line.

### EFFECTIVE DATE AND TERM

The effective date of this Agreement is April 18, 2018, and it shall terminate no later than June 30, 2018.

### PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

the work and to the preservation of the public health and safety. All work must adhere to best management practice standards.

**INSPECTION BY CITY**

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

**NOTICE**

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

**ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR  
CONTRACTOR'S WARRANTY**

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

**APPRENTICES**

- The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

**HOURS OF WORK**

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

**PAYROLL RECORDS**

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

**PREVAILING WAGES**

- The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code.

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

**INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

**SEVERABILITY**

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

**COMPLETE AGREEMENT**

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.



**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

**INTERPRETATION**

- The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**APPLICABLE LAW**

- The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

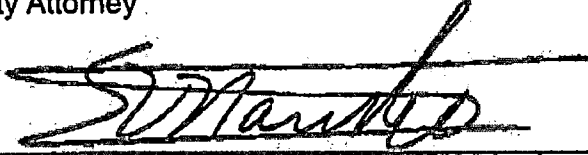
**SIGNATURES**

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

**CONSTRUCTION CONTRACT  
TEICHERT CONSTRUCTION EMERGENCY REPAIR**

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

5/2/18  
Date

Recommended for Approval:

City of Lathrop  
Senior Construction Manager

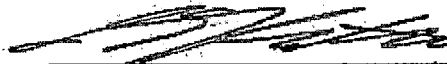


Ken Reed

5-2-2018  
Date

Accepted By

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330



Stephen Salvatore  
City Manager

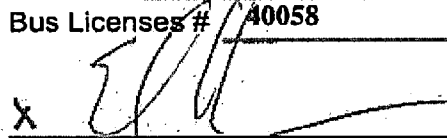
5-2-18  
Date

CONTRACTOR:

Teichert Construction  
265 Val Dervin Parkway  
Stockton, CA 95206

Fed ID # 68-0174245

Bus Licenses # 40058



X  
Signature

4.24.2018  
Date

A. Ed Herrnberger - Vice President  
(Print Name and Title)



# TEICHERT CONSTRUCTION

## TIME & MATERIAL RATES

2017/18

### EQUIPMENT

**NOTE:** Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)  
 Additional Equipment surcharges may apply when rental costs exceed rates listed below.  
 Rates Do NOT Include Extra Charge For Working In Rock Conditions

(Rates Include Consumables and Minor Tools)

Rental Equipment will be charged at the full invoice price. Teichert reserves the right to impose a fuel surcharge.

#### Rate Per Hour

#### PICKUPS

ABF	Explorer 4wd, F150 4wd	17.00
ABL	Car 2wd, Ford Fusion, Taurus, Explorer	5.00
ACA	F150 2wd 1/2 Ton Pickup	20.00
ACB	F250 & F350 Pickup	26.00
ACD	F350 2wd Pickup w/Utility Body	37.00
ACE	F550 Crew Truck & Cone Truck	37.00
ACF	F250 & F350 4wd Pickup	28.00
ACG	E450 TV Van Truck	110.00
ACH	F550 w/Utility Body Mechanics & Plumbers	40.00

#### DISCS

DGH	Disc - Heavy Duty	95.00
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#### HAMMERS

HRD	Hydraulic Drill, IR ECM660	88.00
HYD	Hydraulic Hammer, Excavator Attachment	175.00

#### PAVERS & TRIMMERS

CTC	Gomaco Texture & Cure Machine TC 600	215.00
FBD	Asphalt Pavers, Cedarapids CR552	252.00
FBW	Gomaco Paver GHP2800	1,000.00
FCA	Gomaco Curb & Gutter Paver GT6300	278.00
FCB	Gomaco Curb & Gutter Paver GT3600	244.00
LCB	Pickup Machine, Lincoln 660H	100.00
RWM	Road Widener, Weiler W530	141.00

#### TRACTORS / BACKHOES / LOADERS

LBC	Loader, Scraper JD210LJ & Case 570MXT	60.00
LBD	Loader, Backhoe JD 710G	77.00
LBF	Loader, Backhoe JD 410G	65.00
LBG	Loader, Volvo L90E	125.00
LBK	Loader, 12 Yd Cat 992D & Komatsu WA900	328.00
LBM	Loader, 3Yd Volvo L120	115.00
LBO	Loader, Cat 988, Komatsu WA600	187.00
LBP	Loader, 4 Yd Volvo L150, Komatsu WA450	139.00
LBS	Skid Steer, Cat 246C	53.00
LBT	Loader, 5 YD Komatsu WA500	126.00

#### MOTOR GRADERS (Blades)

MHD	Motor Grader, Cat 140G	140.00 *
MHF	Motor Grader, Cat 163H	150.00 *
MHG	Motor Grader, Cat 14H	145.00 *
MHL	Motor Grader, Cat 16H	160.00 *

#### MATERIAL TRANSFER VEHICLES

MTV	Material Transfer Vehicle, Weiler E11250	383.00
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# TEICHERT CONSTRUCTION

## TIME & MATERIAL RATES

2017/18

**NOTE:** Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)  
Additional Equipment surcharges may apply when rental costs exceed rates listed below.  
Rates Do NOT include Extra Charge For Working in Rock Conditions.

		Rate Per Hour
<b>ROLLERS/COMPACTORS</b>		
RBH	Roller, Pneumatic, 10 Ton, IR PT125R	74.00
RBJ	Roller, Pneumatic, 30 Ton, IR PT240R	100.00
RCF	Roller, Tandem, 8-12 Ton, Hyster C350D	59.00
RKA	Compactor, Cat 815F	176.00 *
RKB	Compactor, Cat 825	225.00 *
RKB	Compactor, Cat 824H, Rubber Tire	225.00
RKH	Concrete Breaker, Impact Roller Tech 2000	89.00
RKH	Concrete Breaker, Impact Roller Tech 2000	89.00
RTP	Gomaco Placer RTP500	0.00
RTP	Gomaco Placer RTP500	0.00
RVC	Roller, Vibratory, Cat CB224E, CB24, CB32	62.00
RVD	Roller, Vibratory, IR DD110, DD118, Cat CB534D	92.00
RVL	Roller, Vibratory Smooth Drum, IR SD122SD	104.00
RVN	Roller, Vibratory Pad Drum, IR SD122PD	115.00
<b>EXCAVATORS</b>		
SGC	Excavator, Cat 308D CR SB	62.00 *
SGD	Excavator, Komatsu PC200	110.00 *
SGE	Excavator, Komatsu PC220	130.00 *
SGF	Excavator, Komatsu PC300	180.00 *
SGF	Excavator, Komatsu PC300 w/LoDrill Auger	180.00 *
SGN	Excavator, Komatsu PC400	200.00 *
SGO	Excavator, Komatsu PC600	230.00
SGP	Excavator, Komatsu PC750, PC800	347.00
<b>DOZERS</b>		
TDC	Crawler, Cat D5KXL	120.00
TDD	Crawler, Cat D6R	190.00 *
TDJ	Crawler, Cat D10R, D10T	375.00 *
TDM	Crawler, Cat D8R, D8T	245.00
TDO	Crawler, Cat D9R	292.00 *
<b>SCRAPERS</b>		
TED	Tractor, With Olympic Crane	76.00 *
TEF	Scraper, Open Bowl, Cat 631E	288.00 *
TEH	Scraper, Open Bowl, Cat 651E	306.00 *
TEL	Water Pull, 8000 Gal, Cat 623	173.00 *
TEM	Tractor, John Deere w/Disk	192.00 *
TEN	Scraper, Elevating Cat 623G	245.00 *
TEQ	Scraper, Cat 637G	349.00 *
TET	Scraper, Elevating Cat 613C	155.00 *
TEW	Scraper, Elevating Cat 633, MES34	313.00 *
<b>TRENCHERS</b>		
TOA	Trencher, Wheel	234.00
TOH	Trencher, Boom	422.00



# TEICHERT CONSTRUCTION

## TIME & MATERIAL RATES

2017/18

**NOTE:** Equipment Rates include Markup But Are 'Bare' - No Labor Is Included (see below)  
 Additional Equipment surcharges may apply when rental costs exceed rates listed below.  
 Rates Do NOT include Extra Charge For Working In Rock Conditions.

		Rate Per Hour
<b>TRENCHERS</b>		
TOH	Trencher, Vermeer T1055	422.00
<b>TRUCKS</b>		
TRA	Truck, Attenuator Ford F-650	42.00
TRB	Truck, Mechanic Kenworth T300	56.00
TRC	Truck, HD Flatrack, Includes Tiltbed Trailer	57.00
TRD	Truck, Flatrack	75.00
TRE	Truck, HD Flatrack w/Knuckleboom Crane	94.00
TRG	Truck, Stockpile, Kenworth C500	91.00
TRH	Truck, Hydralift, Kenworth T800	110.00
TRH	Truck, Precast Hydralift w/Trailer	110.00
TRJ	Truck, Lube & Fuel, Kenworth T-800	72.00
TRK	Truck, 10-Wheel Dump, Kenworth T-800	73.00
TRL	Truck, Water, Kenworth T300	65.00
TRM	Truck, Readymix 10-Yard, Kenworth W900	36.00
TRO	Tractor, 3-Axle & End Dump Trailer	94.00
TRQ	Tractor, Transport, Kenworth T800 & Lowbed	100.00
TRS	Truck, Sweeper	194.00
TRU	Truck, Articulated Dump, Komatsu HM350	191.00
TRV	Truck, Vacuum	189.00
<b>FORKLIFTS</b>		
UAB	Pneumatic Forklift 4,000 - 6,000# Capacity	60.00
UAC	Pneumatic Forklift 13,000 - 16,000# Capacity	60.00
UAT	Telescoping Forklift	61.00
<b>CRANES</b>		
CFL	Rough Terrain Crane, 40-50 Ton, Grove RT745	120.00
CFQ	Rough Terrain Crane, 28-30 Ton, Grove RT528C	175.00

\* = When working in rock add per hour:

LBO	20.00
LBP	12.00
LBT	16.00
MHD	15.00
MHF	20.00
MHG	20.00
MHL	30.00
RKA	20.00
RKB	30.00
SGD	10.00
SGE	10.00
SGF	12.00
SGN	15.00
SGO	15.00
SGP	20.00
TDD	10.00
TDJ	20.00
TDM	15.00
TDO	20.00
TEF	15.00
TEH	15.00
TEN	20.00
TEW	20.00
TRU	15.00



**TEICHERT CONSTRUCTION**  
**TIME & MATERIAL RATES**  
**2017/18**

**LABOR (Northern California Rates)**

**NOTE:** Labor Rates include Markup

	<u>REGULAR TIME</u>	<u>OVER TIME</u>	<u>DOUBLE TIME</u>
<b>FOREMEN</b>	120.00	158.00	196.00
Operating Engineer Foremen			
Labor Foremen			
Carpenter Foremen			
Cement Mason Foremen			
Plumber Foremen			
<b>OPERATOR - Class 1</b>	118.00	154.00	191.00
Motor Grader (Blade)			
Excavator			
Cranes			
<b>OPERATOR - Class 2</b>	115.00	150.00	186.00
Loader			
Dozer			
Gradesetter			
Asphalt Paver			
Tractor w/ Scraper			
Finish Roller (Asphalt)			
Backhoe			
Scraper			
Mechanic			
Compactor			
Trencher			
<b>OPERATOR - Class 3</b>	113.00	147.00	181.00
Apprentice			
Concrete Paver/Trimmer			
Hydralift			
Surveyor/Chainman/Rodman			
Screedman			
Chip Spreader			
Roller (non-Asphalt)			
Oiler			
<b>LABORERS</b>	86.00	112.00	137.00
<i>**If Laborers are working in Alameda, Contra Costa, Marin, San Francisco or Santa Clara Counties, rates for Laborers increase by \$1.00</i>			
<b>CARPENTER</b>	112.00	144.00	179.00
<b>CEMENT MASON</b>	97.00	125.00	154.00
<b>TEAMSTER (DRIVERS)</b>	94.00	119.00	146.00
<b>PLUMBER</b>	83.00	114.00	142.00



**TEICHERT CONSTRUCTION**  
**TIME & MATERIAL RATES**  
**2017/18**

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**SMALL TOOLS**

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*Additional Equipment surcharges may apply when rental costs exceed rates listed below.*

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	Rate Per Day
<b>SMALL TOOLS &amp; MISCELLANEOUS (Mark-up Included)</b>	
ATA Air Tamper	67.00
BBL/BPB/BPL Blowers	62.00
BEH Bobcat Broom	218.00
CBA/SPV/VIP/CSB Concrete Vibrator	88.00
CBC Compressor < 125CFM	88.00
CBE Compressor > 125CFM	151.00
CMS/CMT Message Board	223.00
CSA Chain Saw	80.00
FAU Flashing Arrow Board	109.00
FCC Concrete Saw	62.00
FFC Concrete Walk Behind	109.00
GAA Generator < 25KW	156.00
GAD/GAQ Generator > 25KW	254.00
GPB GPS Base Station	15.00
GPM GPS Machine Control	15.00
GPR GPS Machine Rover	29.00
GPS GPS Survey Rover	18.00
GPV GPS Utility Vehicle	15.00
LAS-LEV Laser & Receiver	98.00
LBC Bobcat	356.00
LTB Self Propelled Broom	266.00
LTO Light Towers	116.00
MEH Mortar Mixer	109.00
MHB Manhole Blower	434.00
OAK Bitch Pot	145.00
PBA Breakers	68.00
PGB/PLC/PLD Small Pump	36.00
PGW/SAW/SAD Cutoff Saw	98.00
PLC Pumps	80.00
PLC Small Pump	80.00
PLD Small Pump	36.00
PLG/PLH/PSA Pumps	80.00
PLH Pumps	80.00
PSA Pumps	80.00
RVB Vibratory Plate	105.00
SAC Cutoff Saw	98.00
SAD Cutoff Saw	98.00
SAW Multi Purpose Saw	56.00
SCA Dike/Curb Machine	217.00
SCR/VPS Screed	118.00
TAT Water Trailer	140.00
ZZA Barricades	2.00
ZZB Cones/Delineators	2.00
ZZC Signs/Stands	7.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2018

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).

<b>PRODUCER</b> Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Teichert Construction 265 Val Darwin Parkway Stockton, CA 95206	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company      NAIC # 23035	
	<b>INSURER B:</b> Allied World Assurance Company US Inc      19489	
	<b>INSURER C:</b> Liberty Insurance Corporation      42404	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: W5929191**      **REVISION NUMBER:**

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

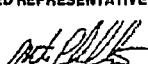
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Contractual Liab & Broad <input checked="" type="checkbox"/> Form Prop Damage Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	EB2-661-067002-038	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 750,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	EU2-661-067002-048	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	0308-2614	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EW7-66N-067002-018	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Emergency Repair to Crossroad Storm Drain Line CIP SD 18-13. (Teichert Job # 10894.01).

Named Insured is a California qualified self-insurer registered under #1867.  
Workers' Compensation Policy #EW7-66N-067002-018 provides Excess Workers' Compensation / Employer's Liability coverage excess of a \$750,000 SIR.

### CERTIFICATE HOLDER

### CANCELLATION

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

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Teichert Construction 265 Val Darwin Parkway Stockton, CA 95206	
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

Re: Emergency Repair to Crossroad Storm Drain Line CIP SD 18-13. ( Teichert Job # 10894.01).

City of Lathrop is included as an Additional Insured as respects to General Liability and Auto Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

It is understood and agreed that this insurance is Primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance.

Waiver of Subrogation applies as respects to Excess Workers' Compensation per endorsement(s) attached as permitted by law.

Umbrella/Excess Follows Form.

Policy Number EU2-661-067002-048  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

**EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY  
SELF-INSURED TRUCKER EXCESS LIABILITY POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are **insureds** under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Each person or organization shown in the Schedule is an **Insured** for Liability Coverage, but only to the extent that person or organization qualifies as an **Insured** under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**Schedule**

Name of Person(s) or Organization(s):

**ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS**

Policy Number EU2-661-067002-048  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

**EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are **insureds** under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy

**Regarding Designated Contract or Project:**

All contracts or projects

Each person or organization shown in the Schedule of this endorsement is an **insured** for Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the **bodily injury or property damage**, then this insurance will apply before that other insurance, and we will not seek contribution from such insurance. However, insurance provided to the Additional Insured will subject to the **self-insured amount** and all other terms and conditions of the policy.

**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
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS	ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE
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.

**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS	ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**EXCESS INSURANCE POLICY FOR SELF INSURER OF  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**WAIVER OF SUBROGATION – RECOVERY FROM OTHERS**

We have the right to recover any payments which we have made to you from anyone liable for such loss. We will not enforce our right against the person or organization named in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**WHERE REQUIRED BY CONTRACT OR A WRITTEN AGREEMENT  
PRIOR TO LOSS AND ALLOWED BY LAW**

Issued by Liberty Insurance Corporation

For attachment to Policy No. EW7-66N-067002-018

Effective Date 03/31/2018

Premium \$

Issued to A. Teichert & Son, Inc.

**GPO 4249**  
Ed. 01/01/1992

Page 1 of 1



**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE AMENDMENT TO TASK ORDER No. 8 WITH CHARLES R. SIMPSON, DBA BASECAMP ENVIRONMENTAL**

**RECOMMENDATION:** **Adopt a Resolution Approving Amendment to Task Order No. 8 with Charles R. Simpson, dba BaseCamp Environmental to Prepare CEQA Initial Study/Mitigated Negative Declaration for a Warehousing and Distribution Facility at 500 East Louise Avenue and Extend the Term of Master Agreement dated June 17, 2013**

---

**SUMMARY:**

In 2017, the City received a development project application for a 700,000 square foot warehouse/distribution facility at 500 East Louise Avenue, in the vacant land area east of the former glass plant. In order to process the application and comply with the California Environmental Quality Act (CEQA), an Initial Study and environmental document is required. Therefore, on October 16, 2017, the City Council approved Task Order 8 with Charles R. Simpson, dba BaseCamp Environmental to prepare the required CEQA Initial study/mitigated negative declaration documents for a not to exceed amount of \$68,469. The Developer Reynolds & Brown fully funded the project.

Due to an increase in the square footage of the project from 700,000 square foot to approximately 1.0 million square feet and the need for additional assessments and analysis, Consultant, Charles R. Simpson has submitted a revised scope of services which increases the project cost and schedule.

Staff is requesting the City Council to approve an amendment to Task Order No. 8 to extend the project schedule, increase the not to exceed amount to \$121,581 (\$68,469 for the approved task order plus \$53,112 for this amendment), and extend the term of the Master Agreement to June 30, 2019. The Developer, Reynolds & Brown, will fully fund the project.

**BACKGROUND:**

At the June 17, 2013 meeting, City Council approved a Master Agreement with Charles R. Simpson, dba BaseCamp Environmental, to provide land use and environmental planning services to the City. The Master Agreement allows work to be added with Task Orders approved by Council when necessary.

In 2017, the City received a development project application for a 700,000 square foot warehouse/distribution facility at 500 East Louise Avenue, in the vacant land

**CITY MANAGER'S REPORT**  
**MAY 14, 2018 CITY COUNCIL MEETING**  
**APPROVAL OF AMENDMENT TO TASK ORDER NO. 8 WITH CHARLES R.**  
**SIMPSON DBA BASECAMP ENVIRONMENTAL**

**PAGE 2**

area east of the former glass plant. In order to process the application and comply with the California Environmental Quality Act (CEQA), an Initial Study and environmental document is required. The Initial Study and CEQA documents contain a description of the project, description of environmental setting, identification of project impacts, and mitigation measures for impacts found to be significant.

On October 16, 2017, the City Council approved Task Order 8 with Charles R. Simpson, dba BaseCamp Environmental to prepare the required CEQA Initial study/mitigated negative declaration documents for a not to exceed amount of \$68,469, which was funded by the Developer Reynolds & Brown.

Due to an increase in the square footage of the project from 700,000 square foot to approximately 1.0 million square feet and the need for additional assessments and analysis, Consultant, Charles R. Simpson has submitted a revised scope of services, dated April 23, 2018, which increases the project cost and extends the schedule.

Staff is requesting approval of an amendment to Task Order No. 8, to include the revised scope of services, schedule, and costs and extend the term of the Master Agreement to June 30, 2019.

The proposed budget is an amount not to exceed \$121,581 (\$68,469 for the approved Task Order plus \$53,112 for this amendment). The developer has executed a funding authorization to fund the additional cost of \$53,112.

**REASON FOR RECOMMENDATION:**

Charles R. Simpson, dba BaseCamp Environmental provides effective and reliable professional consulting services. Charles R. Simpson, dba BaseCamp Environmental is well qualified to prepare the required Initial Study/CEQA documents for the Pilkington Warehousing and Distribution facility Project.

**CITY COUNCIL GOALS:**

Promotes Economic Growth by providing the means to augment the Planning Division staff to address the increased development activity and support development projects.

**FISCAL IMPACT:**

The developer has executed a funding authorization to fully fund this project. A budget amendment is needed to increase the revenue and expenditure accounts.

**ATTACHMENTS:**

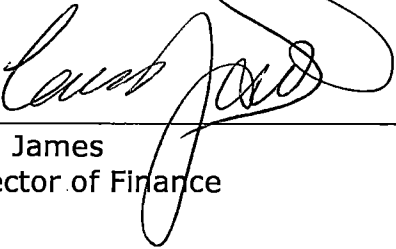
- A. Resolution Approving Task Order No. 8 with Charles R. Simpson, dba BaseCamp Environmental to prepare Initial Study/CEQA documents for the Pilkington Warehousing and Distribution Facility and extend the term of Master Agreement dated June 17, 2013
- B. Task Order No. 8 for Charles R. Simpson, DBA Basecamp Environmental for Preparation of Initial Study/CEQA documents

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL MEETING  
APPROVAL OF AMENDMENT TO TASK ORDER NO. 8 WITH CHARLES R.  
SIMPSON DBA BASECAMP ENVIRONMENTAL**

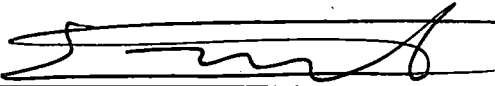
**APPROVALS:**

  
\_\_\_\_\_  
Rebecca Schmidt  
Director of Community Development

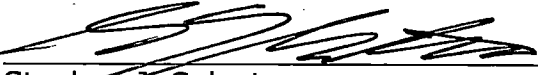
3/30/18  
\_\_\_\_\_  
Date

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

5/2/18  
\_\_\_\_\_  
Date

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

4-30-18  
\_\_\_\_\_  
Date

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

5.9.18  
\_\_\_\_\_  
Date

**RESOLUTION NO. 18 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING AMENDMENT TO TASK ORDER NO. 8 WITH CHARLES R.  
SIMPSON, DBA BASECAMP ENVIRONMENTAL TO PREPARE INITIAL  
STUDY/CEQA DOCUMENTS FOR A WAREHOUSING AND DISTRIBUTION  
FACILITY AND TO EXTEND THE TERM OF MASTER AGREEMENT  
DATED JUNE 17, 2013**

**WHEREAS**, at the June 17, 2013 meeting, City Council approved a Master Agreement with Mr. Simpson, to provide land use and environmental planning services to the City; and

**WHEREAS**, in 2017 the City received a development project application for approximately 700,000 SF warehousing and distribution facility at 500 East Louise Avenue, west of the Union Pacific Railroad; and

**WHEREAS**, in order to process the application, the City needed an Initial Study and environmental documents to comply with the California Environmental Quality Act (CEQA); and

**WHEREAS**, on October 16, 2017, the City Council approved Task Order 8 with Charles R. Simpson, dba BaseCamp Environmental to prepare the required CEQA Initial study/mitigated negative declaration document for a not to exceed amount of \$68,469; and

**WHEREAS**, due to an increase in the square footage of the project from 700,000 square foot to approximately 1.0 million square feet, and the need for additional assessments and analysis, Consultant Charles R. Simpson submitted a revised scope of services, which increases the project cost and schedule; and

**WHEREAS**, funds required for this amendment to Task Order 8 will be fully funded by Developer, Reynolds and Brown, pursuant to an executed developer funding authorization, the proposed budget is an amount not to exceed \$121,581 (\$68,469 for original approved task order, plus \$53,112 for this amendment);

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve an Amendment to Task Order 8 with Charles Simpson dba, BaseCamp Environmental to prepare the required Initial Study/CEQA documents for the Pilkington Warehousing and Distribution Facility located on Louise Avenue and the following budget amendment:

Increase Expenditure  
1010-20-10-420-01-00 \$53,112

Increase Revenue  
1010-20-10-371-90-00 \$53,112

The foregoing resolution was passed and adopted this 14th day of May 2018 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CITY OF LATHROP  
AMENDMENT TO TASK ORDER NO 8 PURSUANT TO  
MASTER AGREEMENT FOR CONSULTING SERVICES  
DATED JUNE 17, 2013**

**CHARLES R. SIMPSON, DBA BASECAMP ENVIRONMENTAL, INC. TO  
PREPARE AN INITIAL STUDY AND CEQA DOCUMENTS  
FOR A WAREHOUSING AND DISTRIBUTION FACILITY  
AND TO EXTEND THE TERM OF MASTER AGREEMENT  
DATED JUNE 17, 2013**

**THIS AMENDMENT TO TASK ORDER NO. 8**, dated for convenience this 14th day of May 2018, is by and made and entered into by and between Charlie R. Simpson, DBA Basecamp Environmental ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, on June 17, 2013, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Land Use and Environmental Planning Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT and with CONSULTANT, pursuant to Resolution 13-3603.

**WHEREAS**, on October 16, 2017, the City Council approved Task Order 8 with Charles R. Simpson, dba BaseCamp Environmental to prepare required CEQA Initial study/mitigated negative declaration documents for a not to exceed amount of \$68,469.

**WHEREAS**, due to an increase in the square footage of the project from 700,000 square foot to approximately 1.0 million square feet, site access intersection changes, and the need for additional assessments and analysis, Consultant, Charles R. Simpson submitted a revised Scope of Services and Fee Estimate attached hereto as Exhibit "A" and incorporated herein by reference which increases the project cost and schedule.

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

**AGREEMENT**

**(1) Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services and extends the term of Master Agreement from a term end date of June 30, 2016 to a new term end date of June 30, 2019. No other term of agreement is modified unless specifically modified by this agreement.

(2) **Scope of Service**

CONSULTANT agrees to perform Planning Services to prepare CEQA initial study/Mitigated Negative Declaration in accordance with Task Order 8 revised Scope of Work and Fee Proposal provided in Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the utmost standards of its profession and to the CITY'S satisfaction.

(3) **Time Of Performance**

CONSULTANT shall commence performance and shall complete all required services no later than June 30, 2019.

(4) **Independent Contractor Status**

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

(5) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$121,580.40** (\$68,468.40 for original Task Order 8 and \$53,112 for this Amendment) for the services as set forth in Exhibit "A" and payments will be issued incrementally. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the Master Agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(6) **Notice to Proceed**

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

(7) **Billings**

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall



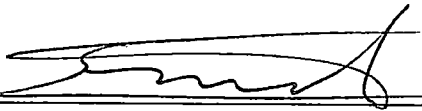
CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(8) Signatures**

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

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 4-30-18  
Date

Recommended for Approval:

City of Lathrop  
Community Development Director

\_\_\_\_\_  
Rebecca Schmidt Date

Accepted By:  
Reso No:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

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

CONSULTANT:

Charles R. Simpson  
Basecamp Environmental  
115 South School Street, Suite 14  
Lodi, CA 95240  
Fed ID # 68-0193458  
Bus License # 20033

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Name and title)

**SCOPE OF SERVICES, SCHEDULE AND COST**  
*REVISED APRIL 23, 2018*

**PREPARATION OF CEQA INITIAL STUDY/  
MITIGATED NEGATIVE DECLARATION**

**PILKINGTON WAREHOUSING AND DISTRIBUTION FACILITY  
LOUISE AVENUE, LATHROP, CA**

**1.0 PROJECT OBJECTIVES**

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In 2017, Reynolds and Brown, and Jones Development, proposed development of an approximately 700,000 SF warehousing and distribution facility on the eastern portion of the former Pilkington float glass facility. This request was subsequently increased to approximately 1.0 million SF. This largely-undeveloped property is located immediately south of Louise Avenue, and west of the Union Pacific Railroad, within the City limits. The project site is designated and zoned for industrial use.

The project would include development of new industrial structures and related circulation, utility and other site improvements. One or more of the existing rail spurs will be relocated and remain in use to service existing developed portions of the Pilkington property. An exhaust stack, raw material hoppers and other remnants of the former manufacturing use will be removed in conjunction with the project. The project is subject to CEQA, and the City of Lathrop, the CEQA Lead Agency, considers an Initial Study/Mitigated Negative Declaration to be the likely CEQA document. The project is not expected to involve significant and unavoidable environmental effects.

The project site once contained the primary furnace facility for the glass plant and contains remnant facilities from the former plant, including a 300-foot exhaust stack, raw material hoppers and a former fuel storage tank. The site is crossed by existing rail spurs. The furnace and related facilities have been removed from the site. The project and this proposal are undertaken with the understanding that remnant sources of potential environmental contamination have been addressed by the owners and do not involve substantial constraints to proposed development. Likewise, existing development and use of the adjoining Simplot facility are understood to not involve environmental contamination concerns that are not already addressed by existing cleanup and monitoring programs and will not involve substantial constraints to proposed development. Analysis of potential environmental hazard issues will be addressed based on existing available documentation, much of which is expected to be provided by the applicant.

The site was originally to be accessed solely from the existing intersection of Louise Avenue and Cambridge Avenue, but proposed access was extended to a total of three intersections, the Cambridge Avenue access as well as two new right-in, right-out intersections east and west of Cambridge. Potential traffic issues are being addressed in a traffic impact study by Crane Transportation under subcontract to BaseCamp. In addition to an increase in the number of intersections to be studied, collection of adequate traffic count data required substantially more work than anticipated as a result of required coordination with the

Lathrop General Plan update traffic studies and weather during early Spring 2018. A copy of the modified Crane Transportation traffic proposal is attached, and proposed traffic study costs are included in the modified proposed budget, also attached.

Biological effects will be assessed and mitigated in accordance with the San Joaquin County habitat conservation plan. Following approval of the original version of this scope of work, it was determined that a biological assessment of the site was also warranted; the biological assessment is being prepared by Moore Biological Consultants under subcontract to BaseCamp.

A cultural resources record search and survey was recommended and included in the proposed budget and has since been prepared by Solano Archaeological Services. Based on initial evaluation it was assumed that the project would not involve any significant historic resources issues. The cultural resources survey, however, indicated that additional work was needed to determine whether demolition of former glass plant facilities might involve potentially significant historic resources effects.

BaseCamp Environmental (BaseCamp) is preparing and will assist in processing the IS/MND in coordination with City staff. Following the start of work under the originally-approved scope of work, a number of developments related to the scale of the project combined with the proposed re-use of the former glass manufacturing site were encountered resulting in additional work requirements to complete the CEQA document. These complications included:

- Detailed site plans from the applicant were not obtained until March 2018. The March 13 plan set is the basis of the in-progress analysis but is undergoing revision at this time (April 23, 2018).
- Substantial effort was required to delineate planned improvements to existing developed from non-exempt elements of the project to be addressed in the IS/MND
- Based on detailed study of the project, needs for additional project definition and analysis have been identified, such as to address demolition methods for the existing exhaust stack.
- Unanticipated historical concerns have emerged related to removal of elements of former glass manufacturing facility, including the furnace exhaust stack, hoppers, storage tanks and railroad spurs.
- Concerns related to off-site cleanup of glass facility solid wastes and relationship of proposed project lands to regulatory oversight by the San Joaquin County Environmental Health agency.
- Substantial internal circulation concerns were identified, and a request submitted for site plan modifications. These site plan modifications are not yet available to BaseCamp.
- A site-specific Phase 1 Environmental Site Assessment was not made available for review by BaseCamp as anticipated.

- A Tier 2 transportation impact analysis was required by San Joaquin County Council of Governments.
- The originally compressed IS/MND preparation schedule has been extended by several months as a result of delays in obtaining project plans.

As a result of these and other changes, the proposed scope of work, schedule and cost for CEQA document preparation has been modified to incorporate the necessary work, time required for completion and the costs thereof. The modified scope, schedule and cost is discussed below.

## **2.0 PROPOSED SCOPE OF SERVICES**

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### **2.1 General Technical Approach**

**Initiation:** BaseCamp's involvement in the project will be initiated on receipt of Purchase Order or other authorization to proceed from the City. On authorization, BaseCamp will immediately contact the City to arrange a site visit, define project details and to verify the scope and schedule for preparation of the environmental document. This effort was initiated immediately and is ongoing.

**Project Description:** BaseCamp will prepare a written description of the project using the information provided in the project application and other documentation provided by the applicants and City. The project objectives, major elements and timing of development will be described using text and graphics. The Project Description will include the project location, a description of the physical elements of the project to the degree that information is available, the area and volume of land disturbance, and any proposed encroachment on or use of natural resources or public improvements. It is anticipated that the applicants will provide a site plan for more than one alternative but that potential environmental impacts will not vary substantially between the alternatives. This work element has proceeded as information is made available by the applicant.

**Subcontractors:** As soon as the basic project parameters are established, BaseCamp will retain Crane Transportation and Solano Archaeological to begin work on their respective technical studies. Moore Biological was retained to complete the biological inventory during preparation of the IS/MND. The cultural resources study has been completed. Biological and traffic work is ongoing. The CEQA document will not require other technical studies or subcontractors. Should it later be determined that other subcontractors are needed to address issues not identified in this proposal, this scope of work will need to be amended.

**Environmental Impact Analysis:** BaseCamp will collect available environmental data relevant to the proposed project for inclusion in the IS/MND. This process will include detailed review of information available from the project applicant, one or more alternative site plans for the project, the Lathrop General Plan and Municipal Services Review, EIRs and other CEQA documents prepared for other projects in Lathrop and other file data; site visits; contacts with agencies with applicable environmental data or with service responsibility to the project; and data acquisition from other sources. BaseCamp will expect to obtain substantial environmental contamination and cleanup information from the applicant for use in

preparing the IS/MND. Although this information has been discussed, no substantial documentation has been obtained from the applicant.

Environmental data will be compiled in brief Environmental Setting sections for each environmental discipline addressed in the following Proposed Outline.

BaseCamp will assess potential for the occurrence of significant environmental impacts in each of the above-listed environmental discipline areas, addressing all of the potential significance questions posed by the most-recent CEQA Appendix G checklist. The scope of study in each discipline will vary with the importance and complexity of anticipated issues. Potentially significant effects will be identified on the basis of the "significance thresholds" contained in the Initial Study checklist questions. Effects not found to be significant will be identified, noting the reasons for the finding. The analysis will address potential for cumulative and growth-inducing impacts as well as any other subjects required by CEQA.

PROPOSED OUTLINE  
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION  
PILKINGTON WAREHOUSING AND DISTRIBUTION PROJECT

MITIGATED NEGATIVE DECLARATION

CHAPTER 1 INTRODUCTION AND SUMMARY

CHAPTER 2 PROJECT DESCRIPTION

CHAPTER 3 ENVIRONMENTAL CHECKLIST FORM

1. Aesthetics
2. Agricultural Resources
3. Air Quality
4. Biological Resources
5. Cultural Resources
6. Geology and Soils
7. Greenhouse Gases
8. Hazards and Hazardous Materials
9. Hydrology and Water Quality
10. Land Use and Planning
11. Mineral Resources
12. Noise
13. Population and Housing
14. Public Services
15. Recreation
16. Transportation/Traffic
17. Tribal Cultural Resources
18. Utilities and Service Systems
19. Other Issues (if any)
20. Mandatory Findings of Significance

APPENDICES

**Mitigation:** If any potentially significant environmental effects are identified, BaseCamp will identify and describe feasible mitigation measures that could avoid, substantially reduce, or minimize those effects. The document will identify the potential impact to be mitigated, the proposed mitigation, and the level to which potential environmental effects would be reduced by the mitigation.

**Initial Study:** The analysis will be compiled in an Initial Study document as outlined above and incorporating the most recent CEQA Environmental Checklist Form. The Checklist will be supplemented with narrative text describing the project, the environmental setting, the impact analysis and results, and mitigation measures. A Summary will briefly list potentially significant impacts, mitigation measures and the significance of impacts before and after mitigation. The Initial Study is expected to form the basis for a Mitigated Negative Declaration, which will be prepared by BaseCamp for consideration by the City decision-makers.

**Administrative Draft IS/MND:** BaseCamp will compile an administrative review draft of the Initial Study/Mitigated Negative Declaration document and submit it in electronic form to the City for administrative review, comment, and approval for publication.

**Public Review Draft IS/MND:** BaseCamp will discuss the administrative draft document with City staff, record comments, and revise the IS/MND in accordance with those comments. A screen check version of the document will be provided to City staff so that their requested revisions can be verified. The IS/MND will be provided to City as a pdf for posting on the City web site. BaseCamp will provide support to City staff in reproducing and distributing the IS/MND documents. Reproduction costs incurred by BaseCamp, including CD copies, will be invoiced at cost.

**Circulation of Public Review Draft:** BaseCamp will prepare required CEQA notices in coordination with City staff and file, or coordinate their filing, as required. BaseCamp will prepare a Notice of Intent for publication in The Record. BaseCamp will work with City staff to identify the most cost-effective methods for public circulation of the IS/MND in accordance with CEQA, including electronic means and hard copies, and then assist the City in completing the public circulation process as required.

**Final IS/MND:** BaseCamp will evaluate public and agency comments on the Draft IS/MND in consultation with City staff. BaseCamp will prepare a Final IS/MND consisting of:

- Introduction
- Summary from the Public Review Draft IS/MND
- Comments and Responses to Comments
- Errata (describing any changes to the Draft IS/MND necessitated by public comment)

An administrative version of the Final IS/MND will be submitted to City for review and comment, and the documents will be revised as required. The Final IS/MND will be submitted electronically to City for distribution to decision-makers.

**Mitigation Monitoring Plan:** BaseCamp will prepare a Mitigation Monitoring and Reporting Plan (MMRP) for the project. This document will also be submitted for administrative review,

and revised as required per City comments. The MMRP will be submitted electronically to City distribution to decision-makers.

**Public Meeting Attendance:** BaseCamp Principal Charlie Simpson will attend one Planning Commission meeting to present, answer questions, and discuss issues related to the IS/MND. BaseCamp will attend additional meetings, as requested, on an extra cost basis.

**Notice of Determination:** On authorization from the City, BaseCamp will prepare and file a Notice of Determination with the County Clerk within 5 days of project approval.

### **3.0 COMPLETION SCHEDULE**

BaseCamp will complete the required documentation within a schedule to be determined in consultation with City staff but oriented to completion of the CEQA review process by July 1, 2018 if possible.

### **4.0 PROPOSED COSTS**

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BaseCamp proposes to complete environmental document for the project on a Time and Materials basis using its standard rate schedule. Proposed costs, detailed on the following page, including subcontractors, will not exceed **\$121,580.40** without the explicit authorization of the Client.

Expenses will be billed at cost plus 5%. Costs will be billed monthly on a progress basis, in accordance with BaseCamp's Rate and Charge Schedule, attached.

**PROPOSED COSTS  
PILKINGTON WAREHOUSING AND DISTRIBUTION PROJECT IS/MND**

<b>LABOR</b>	<i>TOTAL</i>			
	<i>HOURS</i>	<i>REVISED COST</i>	<i>APPROVED COST</i>	<i>COST CHANGE</i>
Initiation, Management	36	\$6,120.00	\$1,800.00	\$4,320.00
Site Review	9	\$1,290.00	\$1,290.00	\$0.00
Prepare Administrative Draft Document	361	\$47,230.00	\$23,180.00	\$24,050.00
Public Review Draft, Notices	34	\$3,500.00	\$3,140.00	\$360.00
Final IS/MND, Response to Comments	24	\$2,880.00	\$2,240.00	\$640.00
Mitigation Monitoring Plan	8	\$920.00	\$920.00	\$0.00
Public Meeting (1)	6	\$960.00	\$570.00	\$390.00
Notice of Determination	6	\$700.00	\$700.00	\$0.00
<b>TOTAL LABOR</b>	<b>484</b>	<b>\$63,600.00</b>	<b>\$33,840.00</b>	<b>\$29,760.00</b>
 <b>EXPENSES</b>				
Mileage		\$100.00	\$100.00	\$0.00
In-House Copies		\$100.00	\$100.00	\$0.00
Environmental Database		\$350.00	\$350.00	\$0.00
Reproduction, Documents		At cost	At cost	
Subcontractors:				
	\$49,024.5			
Crane Transportation, Traffic	0	\$49,024.50	\$29,872.50	\$19,152.00
Moore Biological, Biological				
Assessment	\$4,200.00	\$4,200.00	\$0.00	\$4,200.00
Cultural Resources Study	\$4,205.90	\$4,205.90	\$4,205.90	\$0.00
<b>TOTAL EXPENSES</b>		<b>\$57,980.40</b>	<b>\$34,628.40</b>	<b>\$23,352.00</b>
<b>TOTAL PROPOSED COST</b>		<b>\$121,580.40</b>	<b>\$68,468.40</b>	<b>\$53,112.00</b>



STANDARD SCHEDULE OF RATES AND CHARGES  
BASECAMP ENVIRONMENTAL, INC.  
2018

HOURLY FEES FOR PERSONNEL

Principal	\$190
Senior Planner	\$150
Project Planner	\$130
Assistant Environmental Planner	\$110
Research Specialist	\$90
Graphics Technician	\$90
Document Processing	\$80

COPYING CHARGES

Charges for copying by BaseCamp Environmental will be charged as follows:

Copies (b/w)	\$0.15/page
Copies (color)	\$0.25/page

EXPENSES

Materials and services purchased by BaseCamp in connection with services provided under this Agreement will be invoiced at cost plus 5%. Materials and services include but are not limited to costs for subcontractors, travel and subsistence, insurance certificates necessitated by the job, document and map reproduction, computer time, telecommunications, out-of-house fax, rented or leased equipment, supplies, and postage and shipping expenses.

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE AMENDMENT NO. 5 WITH VEOLIA TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT**

**RECOMMENDATION:** **Adopt a Resolution Approving Amendment No. 5 to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operating Services, Inc.**

**SUMMARY**

Due to the Lathrop Consolidated Treatment Facility (LCTF) Phase 2 Expansion (WW 14-14) project nearing completion, Staff is requesting Council to approve Amendment No. 5 to the Operations and Maintenance (O&M) Agreement with Veolia Water West Operating Services, Inc. (Veolia) for continued operation and maintenance of the expanded wastewater treatment facility. The cost of operation and maintenance of the LCTF has increased with the LCTF Phase 2 Expansion project due to additional equipment, and consolidation with the Crossroads wastewater treatment facility (WWTF) that was decommissioned as part of this project.

The negotiated fee adjustment for the expansion of the LCTF is \$90,405 per month during the start-up period through December 31st, 2018, and then will increase according to the monthly flow rate per the following schedule:

Monthly Flow	< 1MGD	> 1 MGD	> 1.5 MGD	> 2 MGD
Monthly Fee	\$103,312	\$106,319	\$109,250	\$112,221

The increase in cost for the fee adjustment is to be paid by funds collected from the participating developers for the WW 14-14 project and standby charges that are to go into effect on July 1, 2018.

**BACKGROUND**

The LCTF Phase 2 Expansion project will provide up to 2.5 Million Gallons per Day (MGD) sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan and Central Lathrop Specific Plan development areas. With the project nearing completion, City staff and its wastewater consultant EKI have negotiated a contract fee adjustment with Veolia for the LCTF plant expansion and decommissioning of the Crossroads WWTF. The cost of operation and maintenance of the LCTF has increased with the LCTF Phase 2 expansion due to additional equipment. In order to reduce costs and improve operational efficiency of the recycled water system, under the new contract City staff will assume responsibility for operation and maintenance all recycled water infrastructure at the site, including the Crossroads influent pump station and recycled water storage basins that in the past have been operated and maintained by Veolia.

**CITY MANAGER’S REPORT**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**AMENDMENT NO. 5 TO THE VEOLIA OPERATIONS & MAINTENANCE**  
**AGREEMENT**

**REASON FOR RECOMMENDATION**

Staff requests City Council to approve Amendment No. 5 and Fee Adjustment for the Veolia Operations and Maintenance Agreement for the Crossroads WWTP and LCTF. The fee adjustment is needed due to the recent expansion of the LCTF and the decommissioning of the Crossroads WWTF.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM**

This agenda item promotes Economic Growth by providing wastewater services necessary to support growth for both residents and businesses.

**FISCAL IMPACT**

The current fees for the Veolia O&M contract is \$82,384 per month. The negotiated fee adjustment for the expansion of the LCTF is \$90,405 per month during the start-up period through December 31st, 2018, and then will increase according to the monthly flow rate per the following schedule:

Monthly Flow	< 1MGD	> 1 MGD	> 1.5 MGD	> 2 MGD
Monthly Fee	\$103,312	\$106,319	\$109,250	\$112,221

A total of \$12,000 for the initial start-up period through June 30, 2018 will be paid from the LCTF Treatment Expansion Project WW 14-14; \$173,707 will be paid from the MBR Wastewater Fund 6080 which includes MBR’s share of \$136,186 and Crossroads share \$37,521 of the negotiated fee adjustment. Funds approved in the City’s budget for 2018-2019 fiscal year are insufficient to cover negotiated fee adjustment for the expansion of the LCTF and will be supplemented by funds collected from standby charges that are to go into effect on July 1, 2018.

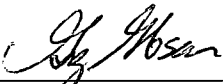
Staff requests the following budget amendment:

Increase Revenue	
6080-5034-344-01-36	\$173,707
Increase Appropriation	
6080-5034-420-01-00	\$173,707

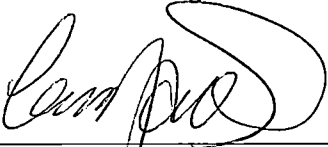
**ATTACHMENTS**

- A. Resolution Approving Amendment No. 5 to the Veolia Operations and Maintenance Agreement for the Lathrop Consolidated Treatment Facility
- B. Amendment No. 5 to Veolia Operations & Maintenance Agreement

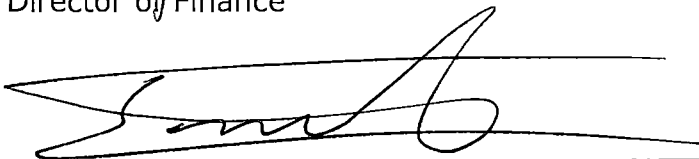
**CITY MANAGER'S REPORT**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**AMENDMENT NO. 5 TO THE VEOLIA OPERATIONS & MAINTENANCE**  
**AGREEMENT**  
**APPROVALS**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

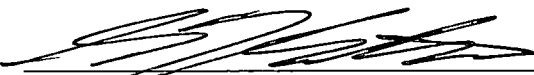
05/01/18  
Date

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

5/3/18  
Date

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

5-8-18  
Date

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

5.9.18  
Date

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 5 TO THE WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC.**

**WHEREAS**, the LCTF Phase 2 Expansion project will provide up to 2.5 Million Gallons per Day (MGD) sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan and Central Lathrop Specific Plan development areas; and

**WHEREAS**, the cost of operation and maintenance of the LCTF has increased with the LCTF Phase 2 Expansion project due to additional equipment, and consolidation with the Crossroads wastewater treatment facility (WWTF) that was decommissioned as part of this project; and

**WHEREAS**, City staff and its wastewater consultant EKI have negotiated a contract amendment with Veolia for the LCTF Phase 2 Expansion, and associated decommissioning of the Crossroads WWTF; and

**WHEREAS**, the negotiated fee adjustment for the expansion of the LCTF is \$90,405 per month during the start-up period through December 31st, 2018, and then will increase according to the monthly flow rate per the following schedule; and

Monthly Flow	< 1MGD	> 1 MGD	> 1.5 MGD	> 2 MGD
Monthly Fee	\$103,312	\$106,319	\$109,250	\$112,221

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves Amendment No. 5 to the Veolia Operations and Maintenance Agreement for a total of \$12,000 For the initial start-up period through June 30, 2018 will be paid from the LTF Treatment Expansion Project WW 14-14; \$173,707 will be paid from the MBR Wastewater Fund 6080 which includes MBR's share of \$136,186 and Crossroads share \$37,521.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a budget amendment increasing appropriations in the MBR Wastewater Fund 6080 in the amount of \$173,707 from standby fees that go into effect on July 1, 2018 as follows.

Increase Revenue  
6080-5034-344-01-36                      \$173,707

Increase Appropriation  
6080-5034-420-01-00                      \$173,707

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May, 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Sonny Dhaliwal, Mayor

**APPROVED AS TO FORM:**



---

Salvador Navarrete, City Attorney

**ATTEST:**

---

Teresa Vargas, City Clerk

**AMENDMENT NO. 5**

**TO THE AGREEMENT FOR WASTEWATER PLANT OPERATION AND MAINTENANCE SERVICES BETWEEN THE CITY OF LATHROP AND VEOLIA WATER WEST OPERATING SERVICES, INC.**

This Amendment (hereinafter "AMENDMENT NO. 5") to the agreement between US Filter Operating Services, Inc. ("USFOS") and the City of Lathrop dated April 29, 2003 ("AGREEMENT"), Amendment No. 1 dated January 20, 2009, Amendment No. 2 dated April 19, 2010, Amendment No. 3 dated July 1, 2014, and Amendment No. 4 dated September 21, 2015 made and entered into as of this 17<sup>th</sup> day of May, 2018 is by and between Veolia Water West Operating Services ("VWWOS"), successor to USFOS, and the CITY OF LATHROP, a California municipal corporation ("CITY"). Unless otherwise defined herein, capitalized terms used in this AMENDMENT NO. 5 shall have the meaning set forth in the AGREEMENT.

**RECITALS**

**WHEREAS**, US Filter Operating Services, Inc. and CITY entered into the AGREEMENT; and

**WHEREAS**, USFOS assigned the AGREEMENT to Veolia Water North America Operating Services, a Delaware corporation (VWNA); and

**WHEREAS**, VWNA later assigned the AGREEMENT to Veolia Water North America Operating Services, LLC; and

**WHEREAS**, Veolia Water North America operating Services, LLC assigned to Veolia Water West Operating Services (VWWOS) its right, title and interest in and to the AGREEMENT; and

**WHEREAS**, in January 2009, Amendment No.1 to the AGREEMENT was approved to reduce fees for services and extend the term of the AGREEMENT by five years; and

**WHEREAS**, in April 2010, Amendment No. 2 to the AGREEMENT was approved to provide cost reduction measures for the Crossroads facilities and also extended the contract term by one year; and

**WHEREAS**, in April 2014, Amendment No. 3 to the AGREEMENT was approved to reduce the fees and amended the scope of services for the maintenance of Pond E-1 (aka Pond S-5) and the undeveloped parcel north of the pond; and

**WHEREAS**, in September 2015, Amendment No. 4 to the AGREEMENT was approved to reflect the consolidation of the two existing wastewater treatment facilities into a single Consolidated Treatment Facility (herein referred to as "CTF" or "FACILITY"); and

**WHEREAS**, new improvements are currently being constructed at the CTF, which will affect the scope of the services performed by VWWOS; and

**WHEREAS**, AMENDMENT NO. 5 to the AGREEMENT is now needed to modify the Scope of Services and Services Fee contained in the AGREEMENT to accurately reflect work to be performed by VWWOS after the construction of the new improvements;



**NOW THEREFORE**, VWWOS and CITY agree as follows:

1. **Service Fee.** Section 7.1 of the AGREEMENT is hereby deleted and replaced in its entirety with the following:

“The Service Fee shall be as specified in Exhibit N-4, and adjusted for inflation July 1 each year in accordance with Section 7.2(b).”

2. **Exhibit N.** Exhibit N-2 to the Agreement is hereby deleted in its entirety and replaced with Exhibit N-3, Exhibit N-4, and Exhibit N-5 attached hereto and incorporated by reference herein.

3. **Scope of Services.** Beginning on the date of this AMENDMENT NO. 5, VWWOS’s scope of Services shall be modified as described in Exhibit N-3 and in accordance with the provisions of the Order R5-2018-0023 Amending Waste Discharge Requirements Order No. R5-2016-0028-01 adopted April 6, 2018 by the Central Valley Regional Water Quality Control Board (“WDR”) as may be amended or modified for the term of this Agreement, as applicable to the VWWOS Services. Specifically, VWWOS shall provide its Services at the Facility in accordance with the limitations and requirements of the following Paragraphs of the WDR:

- A. Discharge Prohibitions
- C. Effluent Limitations and Mass Loading Limitations
- D. Discharge Specifications
- G. Solids Disposal Specifications, Paragraphs 1 and 2 Only

Based on the change to the VWWOS’s scope of Services, Exhibit B, Exhibit D, Exhibit J and Amendment No. 3 are hereby deleted from the Agreement in their entirety.

4. **Applicability to Original AGREEMENT.** This AMENDMENT NO. 5 sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the AGREEMENT remain unchanged in full force and effect and are incorporated by reference between the provisions of the AGREEMENT and this AMENDMENT NO. 5, the provisions of this AMENDMENT NO. 5 shall govern and control. This instrument may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument.

5. **Signatures.** The individuals executing this AMENDMENT NO. 5 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 5 on behalf of the respective legal entities of the VWWOS and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY OF LATHROP, CALIFORNIA

By: \_\_\_\_\_  
Stephen Salvatore  
City Manager

Approved by City Council  
Resolution # \_\_\_\_\_

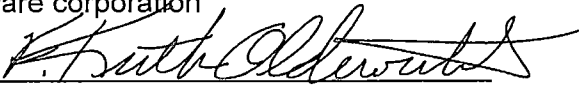
ATTEST:

By: \_\_\_\_\_  
Teresa Vargas  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Salvador V. Navarrete City  
Attorney

VEOLIA WATER WEST OPERATING SERVICES, INC.,  
a Delaware corporation

By: 

Name: F. Keith Oldewurtel

Title: Senior VP

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT N-3

### AMENDED SCOPE OF SERVICES

The Service Fee for the Facility shall be in an amount per month as set forth on Exhibit N-4. Such amount(s) shall be annually adjusted for inflation pursuant to Section 7.2(b) on July 1, 2018 and on each July 1 thereafter.

Maintenance Responsibilities: A map showing the respective areas where VWWOS and the City are each responsible for maintenance is provided as Exhibit N-5.

VWWOS Responsibilities: The responsibilities associated with the Service Fees are as described in Article IV of the Agreement as amended and modified as indicated below.

- VWWOS shall continue to operate and maintain the CTF including the Crossroads Sewage Pump Station (but the City shall operate and maintain the recycled water system as represented on Exhibit N-5) as described in Article IV of the Agreement and in accordance with the applicable provisions of the WDR, as may be amended or modified, for the term of this Agreement.
- VWWOS shall perform Corrective Maintenance and Repairs of CTF facilities consistent with Prudent Industry Standards in accordance Article IV of the Agreement with particular attention to the following sections:
  - Section 4.6 Computerized Maintenance Management System (including Exhibit H),
  - Section 4.7 Maintenance and Repairs
  - Section 4.8 Replacement; Replacement Cap
  - Section 4.9 Capital Improvement Budgets,
  - Section 4.18 Operation and Maintenance Manuals
  - Section 4.19 Preparation of Records
  - Section 4.25 Capital Projects
  - Article XIII – Liability and Indemnity
  - Article XV - Default and Remedies
- Section 4.10 of the Agreement is modified to provide that VWWOS shall manage solids handling process on the Site, drying the sludge to 12% solids and stockpiling it for easy loading into trucks. VWWOS shall coordinate the scheduling of sludge hauling trucks and reasonably assist the City in identifying alternate sludge disposal or application sites.
- City shall be solely responsible for removal, hauling and disposal of sewage sludge in accordance with Section 4.10 of the Agreement including all associated costs and regulatory requirements. The sludge hauler shall invoice the City directly for hauling and disposal costs.
- VWWOS shall coordinate with the City as needed on the operation of the PMP-1 and Crossroads recycled water pump stations (but as described below the City will be responsible for operation and maintenance of both PMP-1 and the Crossroads pump station).

- 
- VWWOS shall maintain cleanliness of entire CTF, keeping the plant in a condition suitable for giving public tours. Expected plant housekeeping tasks may include but are not limited to:
    - Weekly mopping of floors
    - Weekly vacuuming of carpeted areas
    - Weekly cleaning of restrooms
    - Periodic elimination of clutter and trash
    - As needed and scheduled touch up painting of walls to cover marks
    - As needed and scheduled addressing of rusted surfaces
    - Periodic sweeping of paved areas to remove debris
    - Covering dumpsters or other waste containers
    - Periodic checking for and fixing of leaks from equipment or vehicles
  
  - VWWOS shall continue to use the CMMS prepare and submit an annual report that conforms to Governmental Accounting Standards Board (“GASB”) Rule 34 as described in Exhibit H.
  
  - VWWOS shall follow City’s computer polices (e.g., each user will be registered with the City, no flash drives will be inserted into the computers and files transferred).

City Responsibilities: Section 4.26 of the Agreement is hereby modified to provide that the City will be responsible for the following item, including all associated costs:

- Operating and maintaining the entire recycled water system except as noted above.
  - This includes the operation and maintenance of PMP-1, the Crossroads Pump Station, Recycled Water Ponds A, B, C, and Percolation Ponds LAS-3.
  
- Paying for sludge loading and sludge disposal through direct payment.
  
- Landscape maintenance and weed control for the entire CTF site.
  
- SCADA Operation and Maintenance. (VWWOS shall maintain instrumentation from each piece of equipment up to its PLC.)
  
- Maintenance of plant computers and printers (used by VWWOS), phones, and fire alarms and security system.
  
- Provide space and access to computer room for the installation of needed equipment for VWWOS to maintain connection and use of the VWWOS server.

**EXHIBIT N-4**  
**SERVICE FEE**

Fee Schedule 1 (From start up thru December 2018):

	July	August	September	October	November	December
<b>Monthly Fee</b>	\$90,405	\$90,405	\$90,405	\$90,405	\$90,405	\$90,405

Fee Schedule 2 (After December 31, 2018):

	< 1MGD	> 1MGD	> 1.5MGD	> 2MGD
<b>Monthly Fee</b>	\$103,312	\$106,319	\$109,250	112,221

The monthly fee is based on the running average flow over the preceding 2 months.

- All amounts will be adjusted for inflation occurring after July 1, 2018 based on the indices described in Section 7.2(b) of the Agreement.



**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: FISCAL YEAR 2018-19 PROJECT LIST  
ASSOCIATED WITH SENATE BILL 1**

**RECOMMENDATION: Adopt a Resolution Approving Project List for  
Fiscal Year 2018-19 Funded by Senate Bill 1  
(SB 1) the Road Repair and Accountability Act  
of 2017 and Related Budget Amendment**

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**SUMMARY:**

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide. Current funding estimates show the City of Lathrop's apportionments at \$383,766 for Fiscal Year (FY) 2018-19. In order to be eligible for the funding, cities must approve an annual project list by resolution.

Capital Improvement Project (CIP) PS 18-01 City-wide Road Maintenance was included in the City's adopted FY 2017-18 and FY 2018-19 budget. CIP PS 18-01 has been updated to include the FY 2018-19 SB 1 project list per the reporting guidelines.

The proposed SB 1 project for FY 2018-19 includes rehabilitating the existing pavement on Harlan Road near the Louise Avenue (see attachment B). The proposed project was generated using the City's existing Pavement Management System. Staff is requesting that City Council approve the proposed project list for local streets and roads funding associated with SB 1 and related budget amendment to CIP PS 18-01.

**BACKGROUND:**

Over the next 10 years, California faces a \$59 billion shortfall to adequately maintain the existing state highway system. Similarly, cities and counties face a \$78 billion shortfall over the next decade to adequately maintain the existing network of local streets and roads. In response to these roadway infrastructure needs, on April 28, 2017 the Governor signed SB 1 which is known as the Road Repair and Accountability Act of 2017.

SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, new funding from SB 1 will be deposited into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

**CITY MANAGER'S REPORT** **PAGE 2**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**PROPOSED PROJECT ASSOCIATED WITH SENATE BILL 1 AND PAVEMENT**  
**MANAGEMENT SYSTEM UPDATE**

SB 1 was approved with an emphasis on accountability and transparency. As a result, the program guidelines require that local agencies formally adopt a proposed project list for the RMRA funds. While the project lists must be submitted in order to receive funds, it can be changed to adapt to local needs.

In September 2017, City Council approved the SB 1 proposed project list for FY 2017-18. This project includes crack sealing and the application of a cape seal on portions of Bizzibe Street, Mingo Way and Avon Avenue. Construction of the FY 2017-18 project will be concurrent with the FY 2018-19 project due to similar scopes of work and potential cost savings.

The proposed SB 1 project list for FY 2018-19 SB 1 includes rehabilitating the existing pavement on Harlan Road near the Louise Avenue. The proposed project was generated using the City's existing Pavement Management System. Specific project details are listed below and included in Attachment B.

Project Description

Pavement maintenance project utilizing the Cold-in-Place Recycling (CIR) method. CIR involves grinding off the top layer of the existing asphalt, applying additives, reheating and using that recycled material for the new roadway. Benefits of CIR include reduced construction time, reduced greenhouse gas emissions and potential cost savings.

Project Location

Harlan Road (Louise Avenue – 1,000 feet south)

Proposed Schedule

Spring 2018: Prepare construction documents and bid the project

Summer 2018: Start construction

Fall 2018: Complete and accept the improvements

Estimated Useful Life

CIR can extend the life of a pavement 10 to 15 years.

**REASON FOR RECOMMENDATION:**

The California Transportation Commission issued annual reporting guidelines for the RMRA funding. Prior to receiving this funding, local agencies must formally adopt an annual proposed project list.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

This agenda item promotes Public Safety by maintaining and rehabilitating existing roadways.



**CITY MANAGER'S REPORT** **PAGE 3**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**PROPOSED PROJECT ASSOCIATED WITH SENATE BILL 1 AND PAVEMENT**  
**MANAGEMENT SYSTEM UPDATE**

**FISCAL IMPACT:**

Current funding estimates show the City of Lathrop's apportionments at \$383,766 for FY 2018-19. Staff is requesting that City Council adopt a resolution approving the proposed project and corresponding budget amendment as follows:

Fiscal Year 18/19

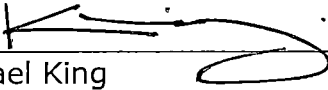
Increase Transfer Outs	
2030-9900-990-9010	\$183,766
Increase Transfers In (PS 18-01)	
3310-9900-393-0000	\$183,766
Increase Expenses (PS 18-01)	
3310-8000-481-2012	\$183,766

**ATTACHMENTS:**

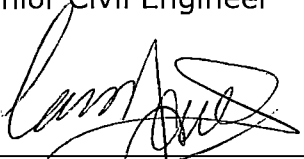
- A. Resolution Approving a Proposed Project List for Fiscal Year 2018-19 Funded by Senate Bill 1 (SB 1) the Road Repair and Accountability Act of 2017 and Related Budget Amendment
  
- B. Updated CIP PS 18-01 City-wide Pavement Maintenance and Repair Program

**CITY MANAGER'S REPORT**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**PROPOSED PROJECT ASSOCIATED WITH SENATE BILL 1 AND PAVEMENT**  
**MANAGEMENT SYSTEM UPDATE**

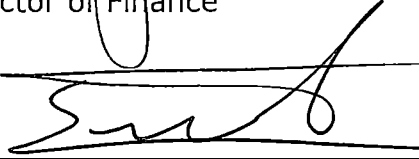
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Senior Civil Engineer

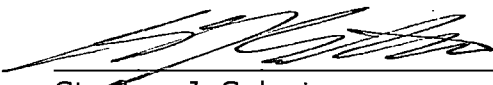
5-4-18  
Date

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

5/4/18  
Date

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

5-7-18  
Date

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

5-7-18  
Date

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY  
SENATE BILL 1 (SB 1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF  
2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of Lathrop are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Lathrop must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Lathrop will receive an estimated \$383,766 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

**WHEREAS**, Capital Improvement Project CIP PS 18-01 City-wide Road Maintenance has been updated with a proposed project list to meet the newly created reporting guidelines; and

**WHEREAS**, this is the second year in which the City of Lathrop is receiving SB 1 funding which can be utilized for essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City of Lathrop has a Pavement Management System and utilized it to develop the SB 1 project list; and

**WHEREAS**, the funding from SB 1 will help the City of Lathrop maintain and rehabilitate streets throughout the City this year and into the future; and

**WHEREAS**, staff is requesting that City Council authorize a budget amendment transferring RMRA Funds to PS 18-01 as follows:

Fiscal Year 18/19

Increase Transfer Outs	
2030-9900-990-9010	\$183,766
Increase Transfers In (PS 18-01)	
3310-9900-393-0000	\$183,766
Increase Expenses (PS 18-01)	
3310-8000-481-2012	\$183,766

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the proposed project list for local streets and roads funding associated with Senate Bill 1; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring RMRA Funds to PS 18-01.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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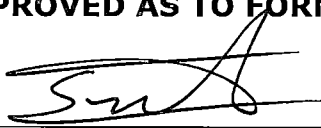
Sonny Dhaliwal, Mayor

**ATTEST:**

---

Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney

## Capital Improvement Project Plan

**Project Number:**

PS 18-01

**Project Name:**

City-Wide Road Maintenance and Repair Program

**Department Responsible:**

Public Works / Michael King

**Contact Number:**

209-941-7430

**Project Description:**

The City-Wide Road Maintenance and Repair Program will include maintaining deteriorated pavement and striping that present public safety issues throughout residential and industrial areas in the City. Locations will be prioritized based upon condition of existing pavement/stripping as related to public safety and proximity to high pedestrian facilities (i.e. schools), including the Mossdale area.

**Senate Bill 1 Funding:**

Fiscal Year 2017-18: Proposed project includes crack sealing and the application of a cape seal on portions of Bizzibe St, Mingo Wy and Avon Ave. A cape seal is the combination of a chip seal covered with a slurry seal. The benefits of a cape seal include a very smooth surface with an increased durability. Cape seals can extend the life of a pavement 6 to 8 years.

FY 2018-19: Proposed project includes rehabilitating the existing pavement on Harlan Rd near the Louise Ave by utilizing the cold-in place recycling (CIR) method. CIR involves grinding off the top layer of the existing asphalt, applying additives, reheating and using that recycled material for the new roadway. Benefits of CIR include reduced construction time, reduced greenhouse gas emissions and potential cost savings

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**Justification:**

Timely maintenance extends the useful life of the road pavement and helps prevent severe deterioration that decreases public safety and leads to more costly repairs and or replacement in the future.

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# Capital Improvement Project Plan

PS 18-01

**Project Number:**  
PS 18-01

**Project Name:**  
City-Wide Road Maintenance and Repair Program

**Department Responsible:**  
Public Works / Michael King

**Contact Number:**  
209-941-7430

Project Components & Estimated Timeline	Critical Date	Components	Descriptions
	Winter 2017	Street Assessment/Prioritization	Street assessment and prioritization begins
	Summer 2018	Construction	Construction begins
	Winter 2018	Completion	Accept improvements

Source of Funds	Prior & Current Year Actuals	Carry Forward FY 2017/18	2017/18 Recommended	2018/19 Planned	2019/20 Planned	2020/21 Planned	2021/22 Planned	Total Allocations
Gas Tax Fund (2030) Xfer from PS 12-15	-	-	180,467	-	-	-	-	180,467
Gas Tax Fund (2030)	-	-	125,000	200,000	-	-	-	325,000
TDA - (COG) Fund (2140)	-	-	-	371,500	-	-	-	371,500
RMRA	-	-	125,000	383,766	-	-	-	508,766
RSTP - Fund (2150)	-	-	-	674,000	-	-	-	674,000
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,467</b>	<b>\$ 1,629,266</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,059,733</b>

Use of Funds	Prior & Current Year Actuals	Carry Forward FY 2017/18	2017/18 Recommended	2018/19 Planned	2019/20 Planned	2020/21 Planned	2021/22 Planned	Total Allocations
Gas Tax (2030) Xfer from PS 12-15	-	-	-	-	-	-	-	-
Project Management	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-	-
Construction	-	-	180,467	-	-	-	-	180,467
Miscellaneous	-	-	-	-	-	-	-	-
<b>Total Gas Tax (2030):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 180,467</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 180,467</b>

Use of Funds	Prior & Current Year Actuals	Carry Forward FY 2017/18	2017/18 Recommended	2018/19 Planned	2019/20 Planned	2020/21 Planned	2021/22 Planned	Total Allocations
Gas Tax (2030)	-	-	-	-	-	-	-	-
Project Management	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-	-
Construction	-	-	125,000	200,000	-	-	-	325,000
Miscellaneous	-	-	-	-	-	-	-	-
<b>Total Gas Tax (2030):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 325,000</b>



# Capital Improvement Project Plan

PS 18-01

**Project Number:**  
PS 18-01

**Project Name:**  
City-Wide Road Maintenance and Repair Program

**Department Responsible:**  
Public Works / Michael King

**Contact Number:**  
209-941-7430

Use of Funds	Prior & Current Year Actuals	Carry Forward FY 2017/18	2017/18 Recommended	2018/19 Planned	2019/20 Planned	2020/21 Planned	2021/22 Planned	Total Allocations
<b>TDA - LTF Streets &amp; Roads Fund (2140)</b>								
Project Management	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-	-
Construction	-	-	-	371,500	-	-	-	371,500
Miscellaneous	-	-	-	-	-	-	-	-
<b>Total TDA - LTF Streets &amp; Roads Fund (2140):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 371,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 371,500</b>
<b>RMRA</b>								
Project Management	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-	-
Construction	-	-	125,000	383,766	-	-	-	508,766
Miscellaneous	-	-	-	-	-	-	-	-
<b>Total RMRA:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ 383,766</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 508,766</b>
<b>RSTP - Fund (2150)</b>								
Project Management	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-	-
Construction	-	-	-	674,000	-	-	-	674,000
Miscellaneous	-	-	-	-	-	-	-	-
<b>Total RSTP (2150):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 674,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 674,000</b>
<b>Total Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,467</b>	<b>\$ 1,629,266</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,059,733</b>

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**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19 FOR INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STONEBRIDGE LANDSCAPE MAINTENANCE DISTRICT; STONEBRIDGE DRAINAGE AND LIGHTING DISTRICT; STORM DRAIN DISTRICT ZONE 1; AND STORM DRAIN DISTRICT ZONE 1A**

**RECOMMENDATION: Council to Consider the Following:**

- 1. Adopt a Resolution Approving the Preliminary Engineer's Report for the Industrial Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**
  - 2. Adopt a Resolution Approving the Preliminary Engineer's Report for the Residential Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**
  - 3. Adopt a Resolution Approving the Preliminary Engineer's Report for the Mosssdale Landscape and Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**
  - 4. Adopt a Resolution Approving the Preliminary Engineer's Report for the Stonebridge Landscape Maintenance District and the Stonebridge Drainage & Lighting District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**
  - 5. Adopt a Resolution Approving the Preliminary Engineer's Report for the Storm Drain Districts Zones 1 and 1A and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**
-

**CITY MANAGER'S REPORT**  
**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**FISCAL YEAR 2018/19 ASSESSMENTS FOR ALL MAINTENANCE DISTRICTS**  
**EXCEPT WOODFIELD PARK**

**SUMMARY:**

Each year, City Staff prepares annual budgets for the City's maintenance assessment districts for City Council review. By way of their assessments, these districts provide the funding for a broad scope of City services including: park & street landscape maintenance, street lighting, and storm drain system maintenance. Ideally, the districts are structured to collect enough revenue to fund their expenditures. Listed below are the districts with current and proposed assessment rates:

District	FY 17/18 Rates	FY 18/19 Proposed Rates	% Change	Notes
Mossdale LLMD	\$252.67	\$260.25	3.00%	Levy needed to minimize draw on reserve
Storm Drain Zone 1	\$112.52	\$112.52	0.00%	Rate unchanged since FY 1996/97
Storm Drain Zone 1A	\$199.92	\$199.92	0.00%	Rate unchanged since FY 1996/97
Stonebridge LMD	\$225.06	\$225.06	0.00%	Adequate reserve allows for unchanged assessment rate
Stonebridge BAD	\$225.06	\$225.06	0.00%	Adequate reserve allows for unchanged assessment rate
Industrial LMD	\$7.31 or \$37.25	\$7.52 or \$38.35	3.00%	Max Levy needed to minimize draw on reserve
Residential LMD	\$7.24 to \$55.06	\$7.46 to \$56.71	3.00%	Max Levy needed to minimize draw on reserve

Four (4) out of seven (7) Districts present "General Benefit" costs that require funding from sources other than the assessments collected by the districts. General Benefit is the benefit of the improvements on the public at large. Therefore, the General Fund covers these costs because the City benefits overall from these portions of the improvements. The general benefit cost for all districts for Fiscal Year 2018/19 is \$28,321.

The Storm Drain District Zone 1A requires a general fund subsidy in the amount of \$32,010. This district does not generate sufficient revenue to cover its operating expenses. The total amount needed from the General Fund to cover the shortfall, and the required General Benefit costs of all other districts is \$60,331.

Tonight, Staff recommends City Council approve the districts' preliminary Engineer's Reports and declare its intention to levy annual assessments for Fiscal Year 2018/19. After tonight's actions, notices will be published and mailed to the affected property owners regarding the public hearing. The public hearing will be scheduled for June 11, 2018 at 7:00 p.m.

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**MAY 14, 2018 CITY COUNCIL REGULAR MEETING**  
**FISCAL YEAR 2018/19 ASSESSMENTS FOR ALL MAINTENANCE DISTRICTS**  
**EXCEPT WOODFIELD PARK**

**BACKGROUND:**

Each year, City Staff bring the maintenance assessment districts to City Council for review and approval. Ideally, a maintenance district is created to pay for the costs of ongoing maintenance and operations of improvements which may include public landscaping, park sites, street lighting and storm drainage that provide special benefit to properties in given areas of the City. Special benefit is defined as that benefit, over and above the general benefit provided by the improvements, which is conferred upon parcels within an assessment district, as identified and measured by the formation assessment engineer. Within the City of Lathrop, there are eight (8) maintenance assessment districts (seven (7) of which are included in this report): four (4) Landscaping and Lighting Maintenance Districts (LLMD) and three (3) Benefit Assessment Districts (BAD). Each district levies assessments according to the method of apportionment of assessment to provide funding for the district's budgeted expenditures attributable to the operation and maintenance activities of the services provided.

Most public landscaping and street lights along Lathrop's streets and entrances to various residential communities ("medians") are maintained through LLMDs. Additionally, the City has a number of parks maintained by LLMDs; most of which are included in the districts that comprise this report. Many of the storm drain systems in Historical Lathrop are maintained through the BADs. Property owners in the LLMDs and BADs are levied an annual assessment for ongoing maintenance based on each LLMD and BAD method of apportionment of assessment. The assessments are paid by the property owners via payment of each parcel's secured property tax bill.

Annually, Staff evaluates the anticipated costs for maintenance for the upcoming year. This analysis takes into consideration any increases in costs as well as cost savings realized. Some of the costs include: routine maintenance and mowing contracts; equipment repair; weed abatement; shrub and tree pruning; radios and computers; irrigation parts and controllers; water; electricity; fertilizer and other chemicals; vehicles and vehicle maintenance; street lighting repairs; storm drain system maintenance; and other administrative costs to operate the maintenance assessment districts. In addition to ongoing, annual expenditures, sometimes extraordinary maintenance and/or small asset replacement is needed due to the limited useful lives of the assets (e.g. the overhaul/replacement of storm drain pumps, the replacement of a dead tree, or the replacement of a downed street light.)

An annual budget is then developed using these cost estimates. The total costs are divided among the parcels in each district based on the proportionate share of benefit received from the improvements. The proposed assessments are then reviewed and approved each year by the City Council during a public hearing process.

By law, maximum annual assessments may only be adjusted by the formula amount property owners approved at the time of district formation. This amount is typically either a fixed percentage (e.g. 3%) or an annual measure of a Consumer Price Index

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(CPI) or a combination of the two, and is frequently referred to as the "annual escalation factor". This annual escalation factor exists to maintain district revenue purchasing power. When purchasing power is maintained, a district should have sufficient funding to perform its operations and maintenance at a given level of service in perpetuity. Any proposed assessment requiring an assessment greater than the maximum assessment, requires the approval of the property owners via the Proposition 218 balloting process. Each of the City's districts has a maximum assessment amount; however some of the districts lack an annual escalation factor. This means in these districts while expenses have increased over time due to inflation revenue stays the same, which creates annual shortfalls in these districts.

City Council may authorize any level of assessment up to the maximum assessment. Given this ability, Council could decide to levy the maximum assessment, if the proposed budget required it. However, if it is determined that the maximum is not needed, Council could lower the actual annual assessment and only calculate the maximum assessment for archive purposes.

The Preliminary Engineer's Reports are available in the City Clerk's office and the Public Works Department for review and copies will be available at the City Council meeting by request.

The following subsections summarize the district-specific information for each maintenance district:

**(1) Industrial Lighting Maintenance District**

The Lathrop Industrial Lighting Maintenance District was created to pay for the maintenance of the public lighting within commercial and industrial areas of the City. The Fiscal Year 2018/19 maximum assessment rates have increased by 3.00%, which is the applicable annual escalation factor approved by the property owners. The Fiscal Year 2018/19 proposed assessment rates are the maximums.

<b>District/Zone</b>	<b>FY 2017/18 Annual Assessment Rate per EDU*</b>	<b>Proposed FY 2018/19 Annual Assessment Rate per EDU*</b>	<b>Variance</b>	<b>Maximum FY 2018/19 Assessment Rate per EDU*</b>
Industrial LMD - Zone A	\$7.31	\$7.52	\$0.21	\$7.52
Industrial LMD - Zone B	\$37.25	\$38.35	\$1.10	\$38.35
Industrial LMD - Zone C	\$7.31	\$7.52	\$0.21	\$7.52
*EDU = Equivalent Dwelling Unit				

The District will receive \$53,423.22 in assessment revenue plus a General Benefit Contribution from the General Fund of \$11,635 for a total of \$65,058.22. The total estimated expenditures are anticipated to be \$59,554. Fund balance at the beginning

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of Fiscal Year 2018/19 is estimated to be \$95,244.63 which will increase by \$5,504.22 to \$100,749.18 at the end of Fiscal Year 2018/19.

**(2) Residential Lighting Maintenance District**

The Lathrop Residential Lighting Maintenance District was created on May 18, 1999 to pay for the operation and maintenance of street lighting to benefit residential areas in East Lathrop.

The Fiscal Year 2018/19 maximum assessment rates have increased by 2.94%, which is the applicable annual escalation factor approved by the property owners. The District is required to maintain a reserve fund of approximately 50% of its annual revenues and expenses; thus, it is proposed for the District to be assessed at its maximum assessment. The largest annual increase per EDU is in Zone E at \$1.65 annually or approximately \$0.14 per month.

<b>District/Zone</b>	<b>FY 2017/18 Annual Assessment Rate per EDU*</b>	<b>Proposed FY 2018/19 Annual Assessment Rate per EDU*</b>	<b>Variance</b>	<b>Maximum FY 2018/19 Assessment Rate per EDU*</b>
Residential LMD - Zone A	\$39.96	\$41.16	\$1.20	\$41.16
Residential LMD - Zone B	\$42.82	\$44.10	\$1.28	\$44.10
Residential LMD - Zone C	\$28.15	\$29.00	\$0.85	\$29.00
Residential LMD - Zone D	\$52.37	\$53.94	\$1.57	\$53.94
Residential LMD - Zone E	\$55.06	\$56.71	\$1.65	\$56.71
Residential LMD - Zone F	\$31.67	\$32.62	\$0.95	\$32.62
Residential LMD - Zone G	\$7.24	\$7.46	\$0.22	\$7.46

\*EDU = Equivalent Dwelling Unit

The District will receive \$121,284.18 in assessment revenues plus a General Benefit contribution from the General Fund of \$8,196 for a total of \$129,480.18. The total estimated expenditures are anticipated to be \$121,016. Fund balance at the beginning of Fiscal Year 2018/19 is estimated to be \$152,408.34 which will increase by \$8,464.18 to \$160,872.52 at the end of Fiscal Year 2018/19.

**(3) Mossdale Landscape and Lighting Maintenance District**

On June 15, 2004, Mossdale property owners approved the creation of the Mossdale Landscape and Lighting Maintenance District to provide funding to maintain the landscaping, park sites, and street lighting for the District. The maximum assessment for Fiscal Year 2018/19 will increase by 3 percent; this is the applicable annual escalation factor approved by the property owners at the time of district formation. The Fiscal Year 2018/19 maximum assessment rate per single-family and multi-family unit is \$268.06. The Fiscal Year 2018/19 assessment rate is \$260.25 because a financial review of the District shows that this rate will continue the required level of service.

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The District will receive \$561,962.76 in assessment revenues and expenditures are anticipated to be at \$599,327. The fund balance at the beginning of Fiscal Year 2018/19 is estimated to be \$464,605.22, which will be reduced by \$37,364.24 to \$427,240.98 by the end of Fiscal Year 2018/19.

District	FY 2017/18 Annual Assessment Rate per EDU*	Proposed FY 2018/19 Annual Assessment Rate per EDU*	Variance	Maximum FY 2018/19 Assessment Rate per EDU*
Mossdale LLMD	\$252.67	\$260.25	\$7.58	\$268.06
*EDU = Equivalent Dwelling Unit				

**(4) Stonebridge Landscaping District**  
**Stonebridge Drainage and Lighting Maintenance District**

**Stonebridge Landscaping District**

The Stonebridge Landscape District was created to pay for the service, operation and maintenance of the common area street landscaping, and Stonebridge Park. The Fiscal Year 2018/19 maximum assessment rate of \$397.99 represents an increase of 5% over that of Fiscal Year 2017/18, which is the applicable annual escalation factor approved by property owners. The annual assessment to be levied is proposed to be set at \$225.06. This is the same as the rate that was assessed in Fiscal Year 2017/18. This consistent assessment is due to the District already possessing a healthy reserve fund.

The Landscape District will receive \$203,229 in assessment revenues plus a General Benefit Contribution from the General Fund of \$4,245, and rent and concessions of \$1,000 for a total of \$208,474. The total estimated expenditures are anticipated to be \$232,561. The fund balance at the beginning of Fiscal Year 2018/19 is estimated to be \$98,433.27, which will decrease by \$24,087 to \$74,346.27 at the end of Fiscal Year 2018/19.

District	FY 2017/18 Annual Assessment Rate per EDU*	Proposed FY 2018/19 Annual Assessment Rate per EDU*	Variance	Maximum FY 2018/19 Assessment Rate per EDU*
Stonebridge Landscaping	\$225.06	\$225.06	\$0.00	\$397.99
*EDU = Equivalent Dwelling Unit				

**Stonebridge Drainage and Lighting District**

The Stonebridge Drainage and Lighting District was created to pay for the service, operation and maintenance of the street lighting, and storm drain facilities within the Stonebridge development. The Fiscal Year 2018/19 maximum assessment rate of \$397.99 represents an increase of 5% over that of Fiscal Year 2016/17, which is the applicable annual escalation factor approved by property owners. The annual



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assessment to be levied is proposed to be set at \$225.06. This is the same as the rate that was assessed in Fiscal Year 2016/17. This consistent assessment is due to the District already possessing a healthy reserve fund.

The Drainage and Lighting District will receive \$203,004 in revenue plus a General Benefit contribution from the General Fund of \$4,425 for a total of \$207,249. The total estimated expenditures are anticipated to be \$312,803. Fund balance at the beginning of Fiscal Year 2018/19 is estimated to be \$245,454.98 which will decrease by \$105,554 to \$139,900.98 at the end of Fiscal Year 2018/19. Reserve funds are intended to be used for annual operating shortfall coverage, cash flow timing financing, and/or extraordinary maintenance/repair funding.

<b>District</b>	<b>FY 2017/18 Annual Assessment Rate per EDU*</b>	<b>Proposed FY 2018/19 Annual Assessment Rate per EDU*</b>	<b>Variance</b>	<b>Maximum FY 2018/19 Assessment Rate per EDU*</b>
Stonebridge Drainage & Lighting	\$225.06	\$225.06	\$0.00	\$397.99
*EDU = Equivalent Dwelling Unit				

**(5) Storm Drain Districts Zone 1 and Zone 1A**

On June 6, 1989, property owners approved a ballot measure for storm drainage maintenance fees for the Lathrop Storm Drain District, City Zone 1. In 1993, the City annexed an additional Storm Drain Maintenance District incorporating the area known as City Zone 1A (Crossroads Development).

These districts were created without any annual escalation factor for the maximum assessment and both districts have been levied at their static maximum assessments for many years. Over the last few fiscal years, inflationary effects have occurred on ordinary expenditures, asset replacements have been necessary, and assessment revenue remained static; thus, District deficits have occurred. Without a modification, sizeable deficits in future fiscal years are possible. In order to change this, a Proposition 218 balloting of the districts' property owners would have to be successfully completed. While this is not proposed for Fiscal Year 2018/19, the City may wish to consider this action for a future fiscal year.

For Fiscal Year 2018/19, Zone 1 is projected to have sufficient assessment revenue, along with a contribution from the reserves, to keep operations at the current required levels of service. Contrarily, Zone 1A will need its entire estimated fund reserve of \$8,476 and a \$32,010 General Fund subsidy to continue to operate at the current required levels of service.

**Storm Drain Zone 1** will receive \$239,141 in assessment revenues and expenditures are expected to be \$286,915. The Fund Balance at the beginning of

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Fiscal Year 2018/19 is estimated at \$180,459.90 which will decrease by \$47,774 to \$132,685.90 at the end of Fiscal Year 2018/19.

**Storm Drain Zone 1A** will receive \$113,364 in assessment revenues and expenditures are expected to be \$153,850. The Fund balance at the beginning of Fiscal Year 2018/19 is estimated to be \$8,476, which will be fully utilized by the projected deficit in this district. A General Fund subsidy of \$32,010 is needed to maintain the current required levels of service.

District	FY 2017/18 Annual Assessment Rate per EDU*	Proposed FY 2018/19 Annual Assessment Rate per EDU*	Variance	Maximum FY 2018/19 Assessment Rate per EDU*
Storm Drain - Zone 1	\$112.52	\$112.52	\$0.00	\$112.52
Storm Drain - Zone 1A	\$199.92	\$199.92	\$0.00	\$199.92

**REASON FOR RECOMMENDATION:**

Staff has prepared Preliminary Engineer Reports and annual budgets for the service, operation and maintenance of all the districts in order to establish the annual assessments, which provide the funding for said services that benefit parcels within the districts.

Upon adoption of the attached Resolutions, the Preliminary Engineer Reports will be approved and the Council will declare its intention to levy annual assessments for Fiscal Year 2018/19 and a public hearing will be scheduled for June 11, 2018 at 7:00 p.m., to permit public testimony. Written protests will be accepted from property owners until the close of the public hearing. At the close of the public hearing, the City Council may approve the Engineer Reports as submitted or amend them and order the levy and collection of the assessments.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

Promoting Community Values by maintaining Parks, Recreation, and Community Services to its required service levels.

**FISCAL IMPACT:**

The proposed Fiscal Year 2018/19 assessments for the Residential Lighting Maintenance District and Industrial Lighting Maintenance District fully fund the budgeted expenditures to maintain the current required levels of service within each of the districts.

In Mossdale Landscape and Lighting District, Stonebridge Landscaping District, Stonebridge Drainage & Lighting District, and Storm Drain District Zone 1,

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expenditures exceed revenue; however these districts have sufficient funding within their Fund Balance reserves to cover the shortfalls.

Storm Drain District Zone 1A has expenditures which exceed revenues. City Staff proposes the use of the District's Fund Balance reserve of \$8,476 to partially fund the deficit; and, in order to maintain the current required service levels in the District, a General Fund subsidy to cover the remaining \$32,010 deficit.

In four (4) of the districts, there are "General Benefit" costs that require funding from sources other than the assessments collected by the districts, as quantified by the formation assessment engineer. General Benefit is defined as the benefit of the improvements on the public at large. Therefore, the General Fund funds these costs because the city benefits overall from these improvements. The Fiscal Year 2018/19 General Benefit costs for each of the four (4) districts are:

<b>District</b>	<b>General Benefit Amount</b>
Industrial Lighting Maintenance District	\$11,635
Residential Lighting Maintenance District	\$8,196
Stonebridge Drainage and Lighting District	\$4,245
Stonebridge Landscape District	\$4,245
<b>Total General Benefit Cost</b>	<b>\$28,321</b>

The total amount needed from the General Fund to cover the General Benefit costs and the Storm Drain Zone 1A subsidy is \$60,331.

**ATTACHMENTS:**

- A. A Resolution Approving the Preliminary Engineer's Report for the Industrial Lighting Maintenance District Zone A, Zone B , and Zone C and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
- B. A Resolution Approving the Preliminary Engineer's Report for the Residential Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
- C. A Resolution Approving the Preliminary Engineer's Report for the Mossdale Landscape and Lighting Maintenance District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
- D. A Resolution Approving the Preliminary Engineer's Report for the Stonebridge Landscape Maintenance District and the Stonebridge Drainage & Lighting District and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19

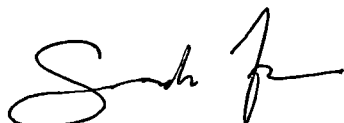
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- E. A Resolution Approving the Preliminary Engineer's Report for the Storm Drain Districts Zones 1 and 1A and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19
- F. District Diagrams for All Districts

**\* Note - Preliminary Engineer's Reports are available for review in the City Clerk's Office.**

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**APPROVALS:**



\_\_\_\_\_  
Sandra Frias  
Budget Manager

5/7/18

\_\_\_\_\_  
Date



\_\_\_\_\_  
Vanessa Portillo  
Deputy Finance Director

5-7-18

\_\_\_\_\_  
Date



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

5/8/18

\_\_\_\_\_  
Date



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

5-8-18

\_\_\_\_\_  
Date



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

5.9.18

\_\_\_\_\_  
Date

**RESOLUTION NO. 18-\_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE INDUSTRIAL  
LIGHTING MAINTENANCE DISTRICT AND DECLARING INTENTION TO LEVY  
ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City Council has by previous Resolutions formed the Lathrop Industrial Lighting Maintenance District (hereafter referred to as the "District"), and initiated proceedings for Fiscal Year 2017/18 pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lathrop to pay the maintenance and services of all improvements and facilities related thereto; and,

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the Annual Levy of the District, and to prepare and file a report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer's Report and Annual Levy Report (collectively referred to herein as the "Report") for the district known as the Lathrop Industrial Lighting Maintenance District; and

**WHEREAS**, the Report has now been presented to the City Council; and

**WHEREAS**, the Report includes the District's budget and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the District; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and amended on May 14, 2018, and is preliminarily satisfied with the Lathrop Industrial Lighting Maintenance District, and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the District;

**NOW, THEREFORE, BE IT RESOLVED** that the following actions shall be taken:

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements within the District include: the operation, administration, maintenance and servicing of all street lighting improvements and appurtenant facilities and expenses associated with the District. The Report, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved on a preliminary basis and ordered to be filed with this Resolution in the Office of the City Clerk as a permanent record. Such Report shall remain open to public inspection. The Report provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

**Section 3 Boundaries and Designation:** The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District, within the incorporated City Limits of the City, within the County of San Joaquin, State of California. Also described as:

Lathrop Industrial Lighting Maintenance District

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the Districts by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.

**Section 8 Compliance with Article XIII (C) and XIII (D) of the California Constitution:** The City Council hereby finds that the proposed assessments are exempt from the requirements for Article XIII (C) and XIII (D) of the California Constitution in that the amount of the assessment is based upon a prior ballot procedure in which the majority of the affected property owners consented to the imposition of the assessment, its amount and a modifier. The amount of the assessment proposed does not exceed the authorized amount.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

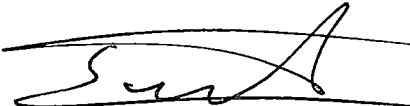
ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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



## RESOLUTION NO. 18-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE  
RESIDENTIAL LIGHTING MAINTENANCE DISTRICT AND DECLARING  
INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") desires to initiate proceedings for the establishment of benefit zones within the "Lathrop Residential Lighting Maintenance District" (hereafter referred to as the "District") and to levy and collect annual assessments to pay for the operation, maintenance and servicing of the lighting improvements and all appurtenant facilities related thereto. The Act provides for the establishment of benefit zones within an assessment district pursuant to *Chapter 2 Article 4 Section 22574*, and the levy and collection of assessments by the County on behalf of the City pursuant to *Chapter 4 Article 2 Section 22646*; and,

**WHEREAS**, the City Council has retained NBS as the Engineer of Work, for the purpose of assisting with the establishment of benefit zones within the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer's Report and Annual Levy Report (collectively referred to herein as the "Report") for the district known as the Lathrop Residential Lighting Maintenance District); and

**WHEREAS**, the Report has now been presented to the City Council; and

**WHEREAS**, the Report includes the District's budget and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the District; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and amended on May 14, 2018, and is preliminarily satisfied with the Lathrop Residential Lighting Maintenance District, and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the District;

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

**Section 1 Intention:** The City Council hereby orders NBS to prepare the Engineer's Report concerning the establishment of benefit zones within the District and the levy of assessments for properties within the District.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements include the operation, administration, maintenance and servicing of all street lighting improvements and appurtenant facilities and expenses associated with the District.

**Section 3 Boundaries and Designation:** The proposed territory within the District includes all lots and parcels to be assessed for special benefits from the lighting improvements. The District is generally located in the northern part of the City and consists of lots and parcels north of Louise Avenue, west of the Southern Pacific Railroad, east of Interstate 5, and south of the Stonebridge Development. The District is within the City of Lathrop, the County of San Joaquin, State of California and shall be designated as: "Lathrop Residential Lighting Maintenance District".

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.

**Section 8 Compliance with Article XIII (C) and XIII (D) of the California Constitution:** The City Council hereby finds that the proposed assessments are exempt from the requirements for Article XIII (C) and XIII (D) of the California Constitution in that the amount of the assessment is based upon a prior ballot procedure in which the majority of the affected property owners consented to the imposition of the assessment, its amount and a modifier. The amount of the assessment proposed does not exceed the authorized amount.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 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

## RESOLUTION NO. 18-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE MOSSDALE  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT AND DECLARING  
INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City Council has by previous Resolutions formed the Mosssdale Landscape and Lighting Maintenance District (hereafter referred to as the "District"), and initiated proceedings for Fiscal Year 2018/19, pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lathrop to pay the maintenance and services of all improvements and facilities related thereto ; and,

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the Annual Levy of the District, and to prepare and file a report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer's Report and Annual Levy Report (collectively referred to herein as the "Report") for the district known as the Mosssdale Landscape and Lighting Maintenance District; and

**WHEREAS**, the Report has now been presented to the City Council; and

**WHEREAS**, the Report includes the District's budget and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the District; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and amended on May 14, 2018, and is preliminarily satisfied with the Mosssdale Landscape and Lighting Maintenance District, and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the District;

**NOW, THEREFORE, BE IT RESOLVED that the following actions shall be taken:**

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements within the District may include, but are not limited to: landscaping, planting, shrubbery, trees, turf, irrigation systems, street lighting, park sites, site lighting and appurtenant facilities. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition. The Report, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved on a preliminary basis and ordered to be filed with this Resolution in the Office of the City Clerk as a permanent record. Such Report shall remain open to public inspection. The Report provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

**Section 3 Boundaries and Designation:** The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District, within the boundaries of the City of Lathrop, within the County of San Joaquin, State of California. Also described as:

Mosssdale Landscape and Lighting Maintenance District

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.

**Section 8 Compliance with Article XIII (C) and XIII (D) of the California Constitution:** The City Council hereby finds that the proposed assessments are exempt from the requirements for Article XIII (C) and XIII (D) of the California Constitution in that the amount of the assessment is unchanged and the assessment is imposed exclusively to finance the maintenance and operation expenses for street tree, and street-side landscaping & park maintenance.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 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

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PRELIMINARY ENGINEER’S REPORTS FOR THE  
STONEBRIDGE LANDSCAPING DISTRICT AND THE STONEBRIDGE  
DRAINAGE & LIGHTING DISTRICT AND DECLARING INTENTION TO LEVY  
ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City Council has by previous Resolutions formed the Stonebridge Landscaping District and Stonebridge Drainage & Lighting District (hereafter referred to as the "Districts"), and initiated proceedings for Fiscal Year 2017/18, pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* and *Benefit Assessment Act of 1982, Division 2, Title 5 of the California Government Code (commencing with Section 54703)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lathrop to pay the maintenance and services of all improvements and facilities related thereto; and,

**WHEREAS**, the City Council has retained NBS, for the purpose of assisting with the Annual Levy of the Districts, and to prepare and file a report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer’s Report and Annual Levy Report (collectively referred to herein as the "Reports") for the districts known as the Stonebridge Landscaping District and Stonebridge Drainage & Lighting District; and

**WHEREAS**, the Reports have now been presented to the City Council; and

**WHEREAS**, the Reports include the District budgets and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the Districts; and

**WHEREAS**, the City Council has carefully examined and reviewed the Reports as presented and amended on May 14, 2018, and is preliminarily satisfied with the Stonebridge Landscaping District and Stonebridge Drainage & Lighting District, and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the Districts;

**NOW, THEREFORE, BE IT RESOLVED** that the following actions shall be taken:

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the Annual Levy of the Districts pursuant to the Act, over and including the land within the Districts' boundaries, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements within the Districts include: planting materials, irrigation systems, landscape, drainage systems, natural drainage areas, street lighting and all necessary appurtenances. The Reports, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved on a preliminary basis and ordered to be filed with this Resolution in the Office of the City Clerk as a permanent record. Such Reports shall remain open to public inspection. The Reports provides a full and complete description of all improvements and any or all substantial changes to the Districts or improvements within the Districts.

**Section 3 Boundaries and Designation:** The boundaries of the Districts are described as the boundaries previously defined in the formation documents of the original Districts, within the incorporated City Limits of the City, within the County of San Joaquin, State of California. Also described as:

Stonebridge Landscaping District

Stonebridge Drainage & Lighting District

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Reports which detail any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.



**Section 8** Compliance with Article XIII(C) and XIII(D) of the California Constitution: The City Council hereby finds that the proposed assessments are in compliance with the requirements for Article XIII(C) and XIII(D) of the California Constitution in that the amount of the assessment is based upon a prior ballot procedure in which the majority of the affected property owners consented to the imposition of the assessment, its amount and a modifier. The amount of the assessment proposed does not exceed the authorized amount.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 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

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
 APPROVING THE PRELIMINARY ENGINEER'S REPORTS FOR THE STORM  
 DRAIN DISTRICTS ZONE 1 AND ZONE 1A AND DECLARING INTENTION TO  
 LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City Council has, as successor in interest to the County of San Joaquin and the Lathrop County Water District, the authority to assess and collect storm drain charges for the Lathrop Storm Drain Districts Zone 1 and Zone 1A (hereafter referred to as the "Districts"), and initiated proceedings for Fiscal Year 2017/18, pursuant to the provisions of the *Benefit Assessment Act of 1982, Division 2, Title 5 of the California Government Code (commencing with Section 54703)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lathrop to pay the maintenance and services of all improvements and facilities related thereto; and,

**WHEREAS**, the City Council has retained NBS, for the purpose of assisting with the Annual Levy of the Districts, and to prepare and file a report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer's Report and Annual Levy Report (collectively referred to herein as the "Reports") for the districts known as the Lathrop Storm Drain Districts Zone 1 and Zone 1A; and

**WHEREAS**, the Reports has now been presented to the City Council; and

**WHEREAS**, the Reports includes the Districts' budgets and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the Districts; and

**WHEREAS**, the City Council has carefully examined and reviewed the Reports as presented and amended on May 14, 2018, and is preliminarily satisfied with the Lathrop Storm Drain Districts Zone 1 and Zone 1A, and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the District;

**NOW, THEREFORE, BE IT RESOLVED that the following actions shall be taken:**

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the Districts' boundaries, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements within the District include: storm drainage and all necessary appurtenances. The Reports, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved on a preliminary basis and ordered to be filed with this Resolution in the Office of the City Clerk as a permanent record. Such Reports shall remain open to public inspection. The Reports provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

**Section 3 Boundaries and Designation:** The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District, within the incorporated City Limits of the City, within the County of San Joaquin, State of California. Also described as:

Lathrop Storm Drain District Zone 1

Lathrop Storm Drain District Zone 1A

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Reports which detail any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the Districts by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.

**Section 8 Compliance with Article XIII(C) and XIII(D) of the California Constitution:** The City Council hereby finds that the proposed assessments are exempt from the requirements for Article XIII(C) and XIII(D) of the California Constitution in that the amount of the assessment is unchanged and the assessment is imposed exclusively to finance the maintenance and operation expenses for flood control and drainage systems.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

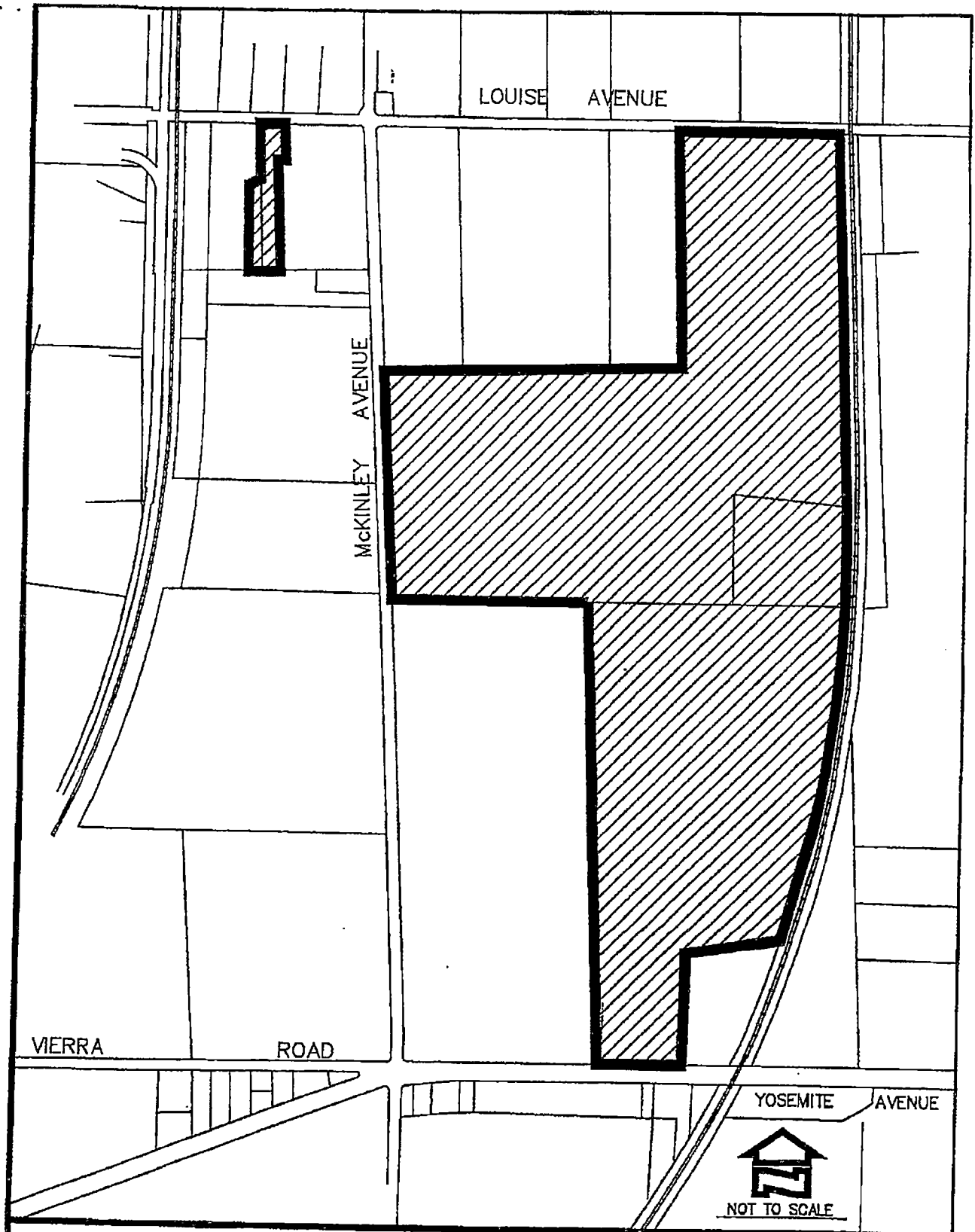
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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

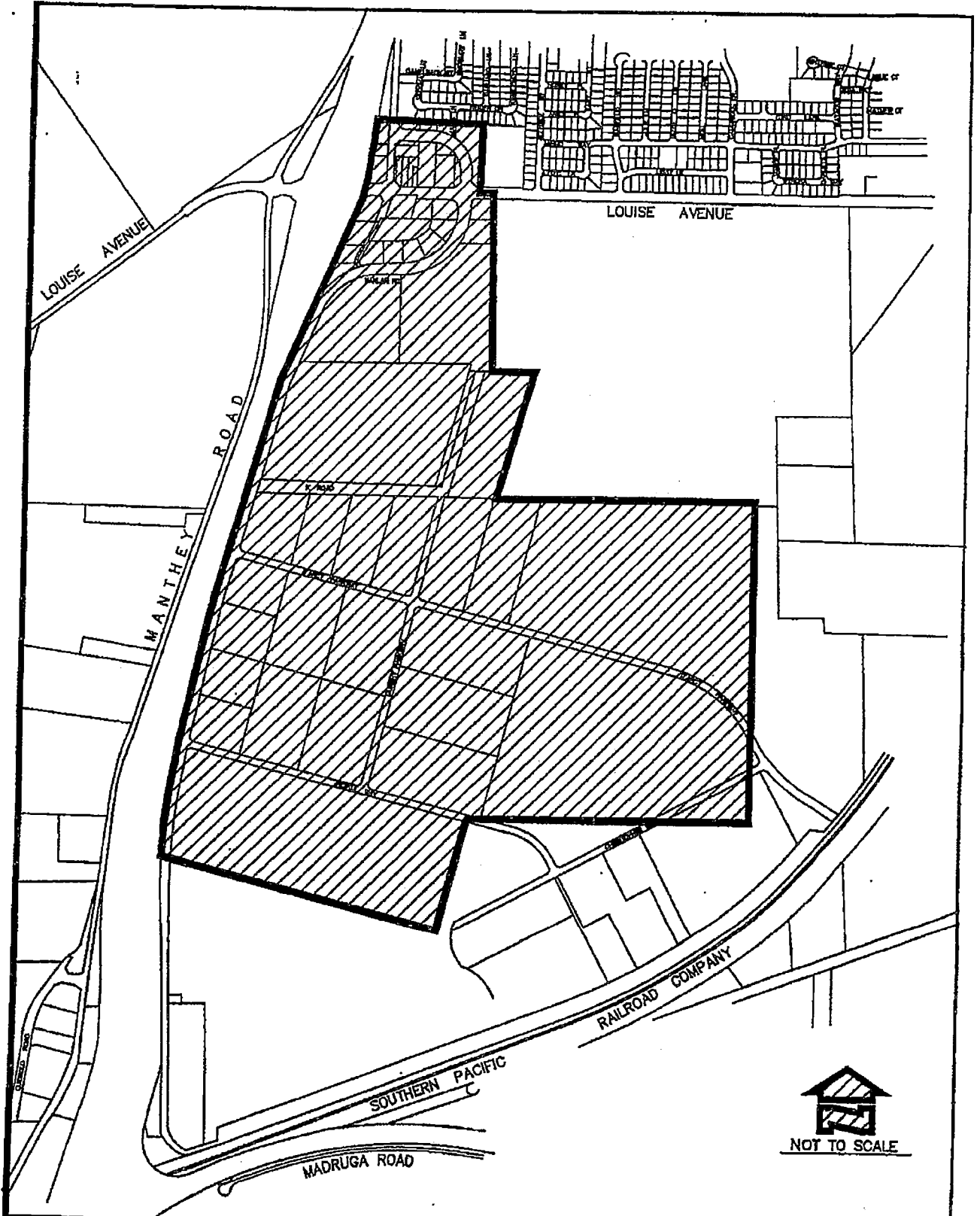
  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**City of Lathrop**  
**Industrial Lighting - Zone A**



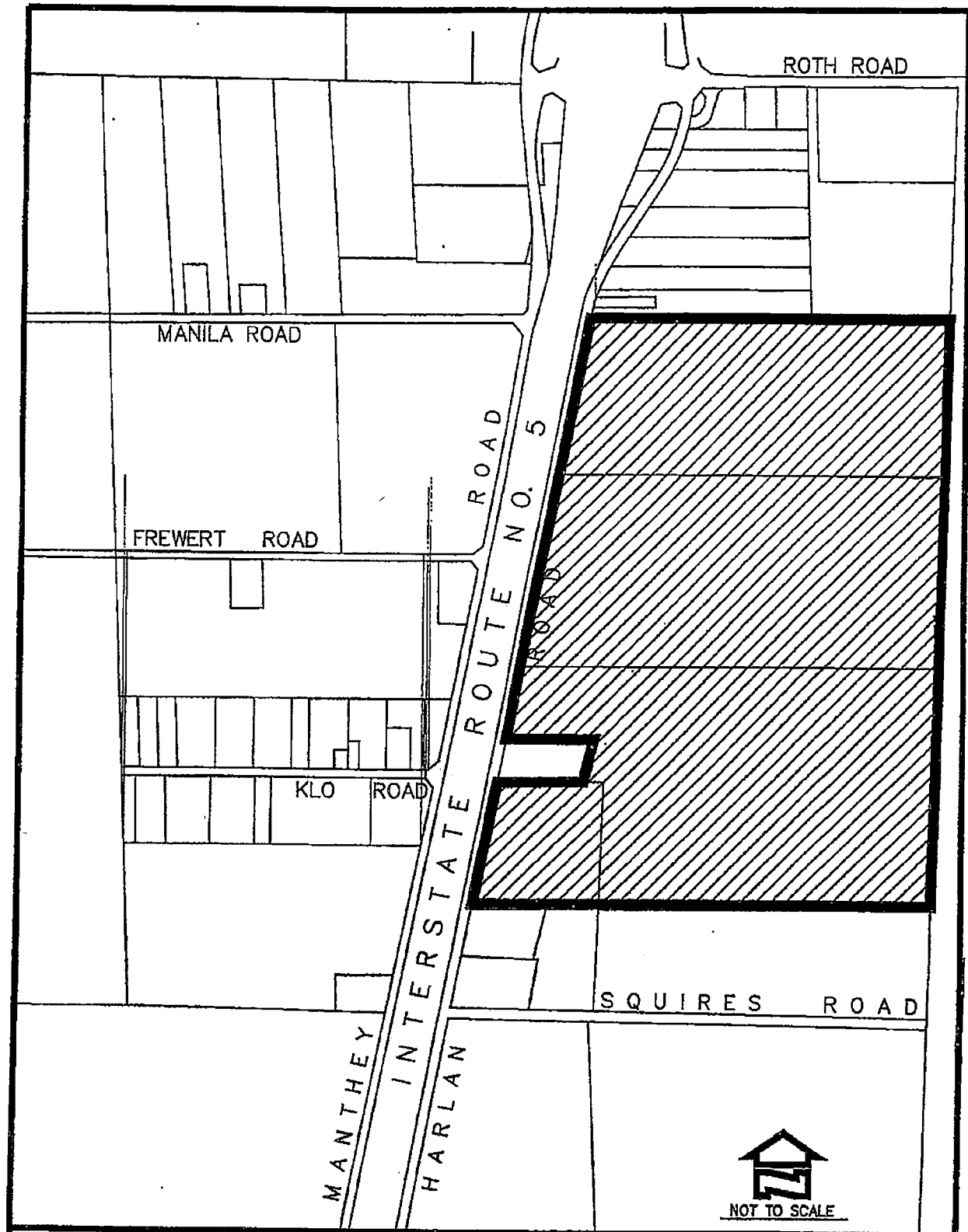
Date: February 1999



**City of Lathrop**  
**Industrial Lighting - Zone B**



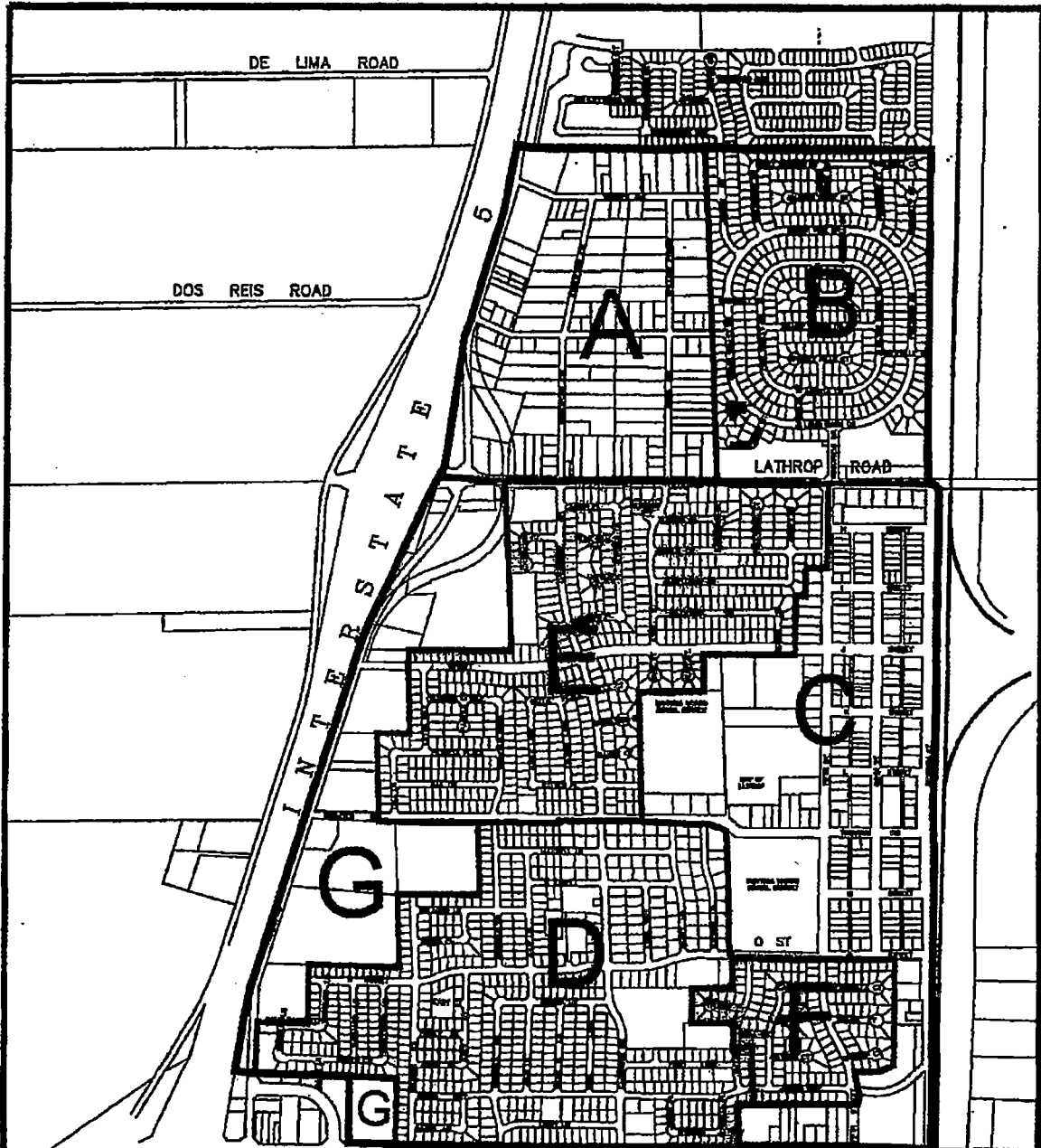
Date: February 1999



**City of Lathrop**  
**Industrial Lighting - Zone C**



Date: February 1999



**City of Lathrop**  
**Residential Lighting District**

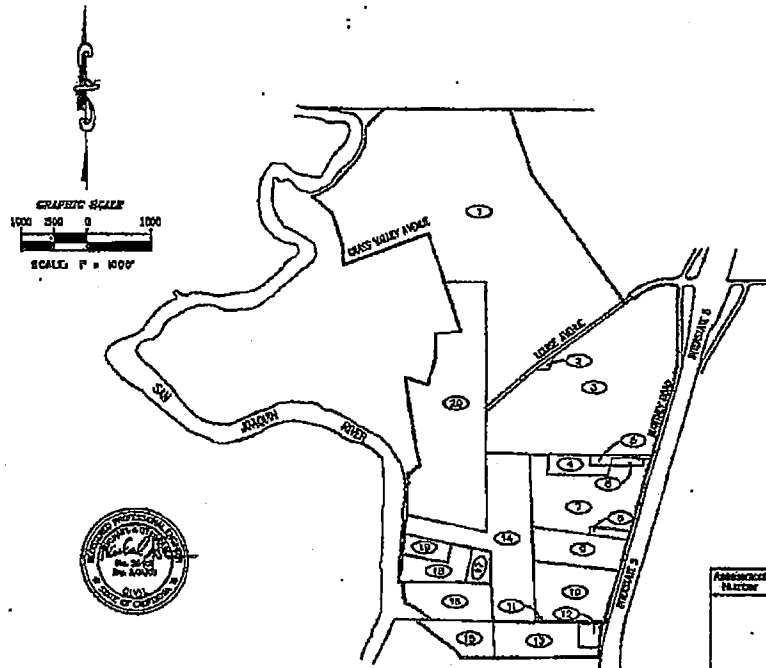


Date: March 1999



# ASSESSMENT DIAGRAM MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

CITY OF LATHROP  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



**N | B | S**  
11601 Edison Drive North, Suite 225  
Emeryville, CA 94608  
Local Government Solutions

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LATHROP THIS  
21<sup>ST</sup> DAY OF June 2004.  
*Christy Moreno*  
CITY CLERK  
CITY OF LATHROP

WHEREBY I CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED PROMOTION OF MOSSDALE  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT WAS APPROVED BY THE CITY COUNCIL OF THE CITY  
OF LATHROP AT A REGULAR MEETING THEREOF HELD ON THE 21<sup>ST</sup> DAY OF June 2004,  
BY ITS RESOLUTION NO. 2004-001.  
*Christy Moreno*  
CITY CLERK  
CITY OF LATHROP

FILED THIS 14 DAY OF June 2004 AT THE HOUR OF 02:20 O'CLOCK A.M. IN  
BOOK 18 AT PAGE 245 OF MAPS OF ASSESSMENT AND COUNTY FACILITIES  
RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA.  
COUNTY RECORDER by *Christy Moreno*  
DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL  
WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

DOC # 2004-131743  
RECORDING BOOK PAGE 245  
FILE # 18  
BOOK # 18  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

ASSESSOR'S PARCEL IDENTIFICATION	APN	ASSESSOR'S PARCEL ID
1	001-001-001	1
2	001-001-002	2
3	001-001-003	3
4	001-001-004	4
5	001-001-005	5
6	001-001-006	6
7	001-001-007	7
8	001-001-008	8
9	001-001-009	9
10	001-001-010	10
11	001-001-011	11
12	001-001-012	12
13	001-001-013	13
14	001-001-014	14
15	001-001-015	15
16	001-001-016	16
17	001-001-017	17
18	001-001-018	18
19	001-001-019	19
20	001-001-020	20
21	001-001-021	21
22	001-001-022	22

**LEGEND**  
 ASSESSMENT DISTRICT BOUNDARY  
 PARCEL LINE  
 ASSESSOR'S PARCEL IDENTIFICATION

5-151

# ANNEXATION DIAGRAM MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT ANNEXATION NO. 1, ZONE 2 (MOSSDALE LANDING SOUTH)

CITY OF LATHROP  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LATHROP  
THIS 21<sup>st</sup> DAY OF December 2006

*[Signature]*  
CITY CLERK  
CITY OF LATHROP  
SAN JOAQUIN COUNTY, CALIFORNIA

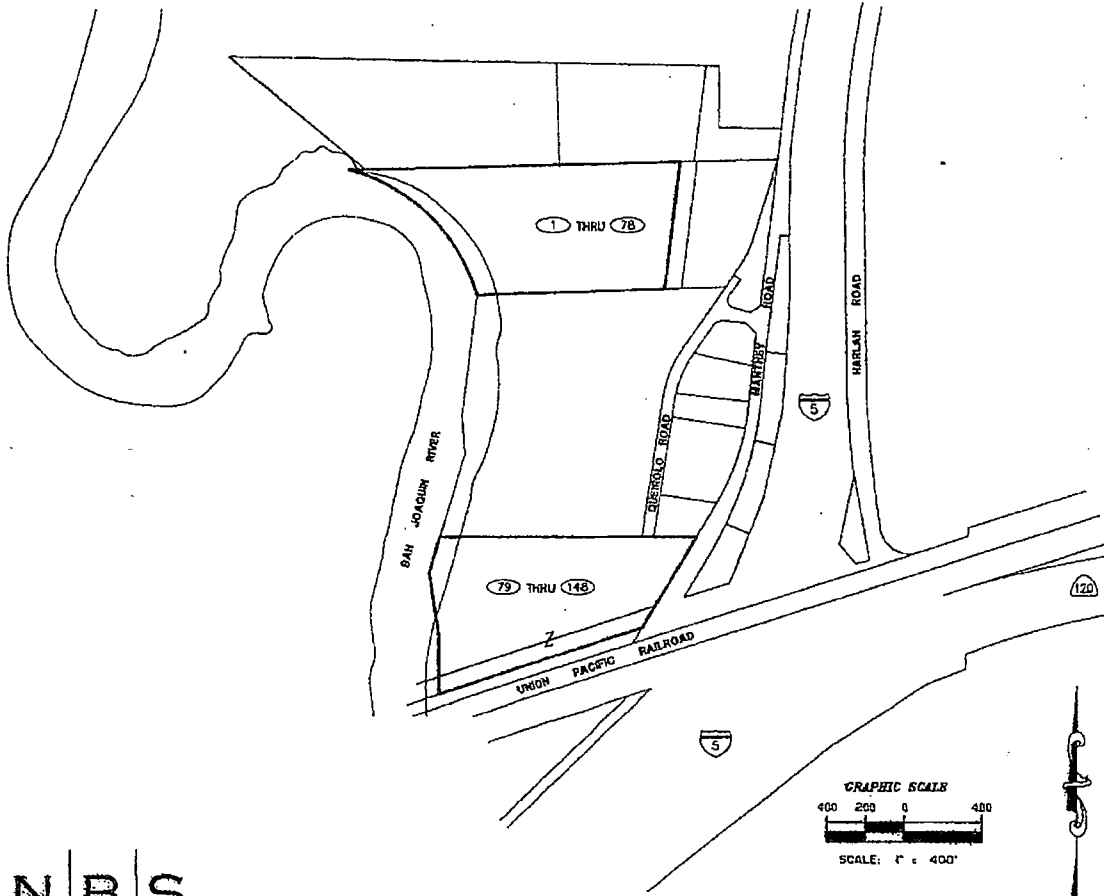
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF THE ANNEXATION OF TERRITORY INTO MOSSDALE LANDSCAPE MAINTENANCE DISTRICT, CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A REGULAR MEETING THEREOF, HELD ON THE 21<sup>st</sup> DAY OF December, 2006, BY ITS RESOLUTION NO. 2006-13.

*[Signature]*  
CITY CLERK  
CITY OF LATHROP  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 9 DAY OF January, 2007 AT THE HOUR OF 2:20 O'CLOCK P.M.,  
IN BOOK 5 AT PAGE 151 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE  
OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

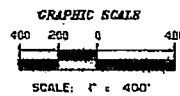
*[Signature]*  
DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

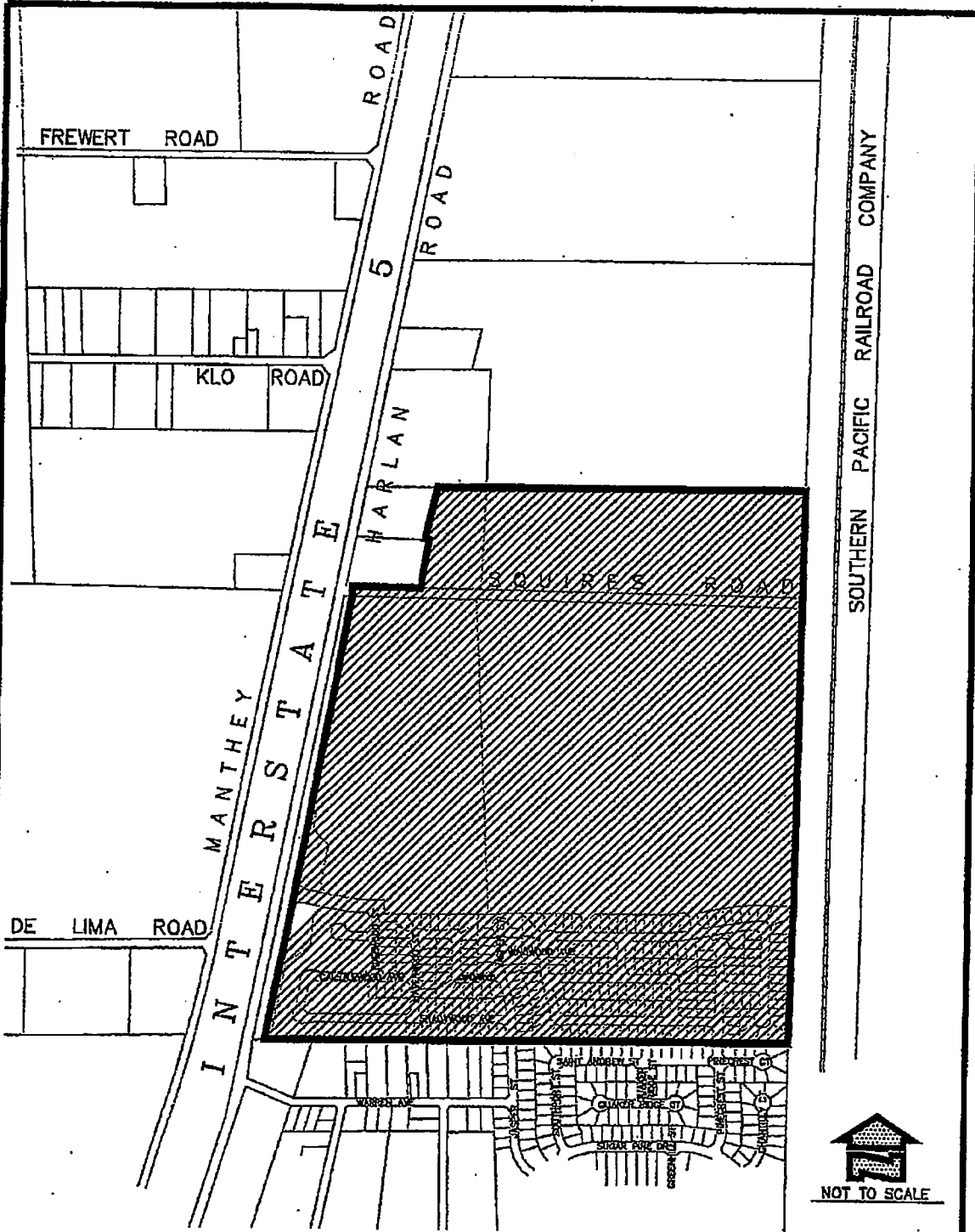


DOC # 2007-008577  
01/08/2007 02:200 Feet:10.00  
Page 1 of 2  
Recorded in Official Records  
County of San Joaquin  
CITY OF LATHROP  
Assessor's Records - County Clerk  
Filed by Assessor on Document



NBS  
2925 Hwy 78 S.A. 524 103  
Lathrop, WA 99141  
Local Government Solutions

5-151

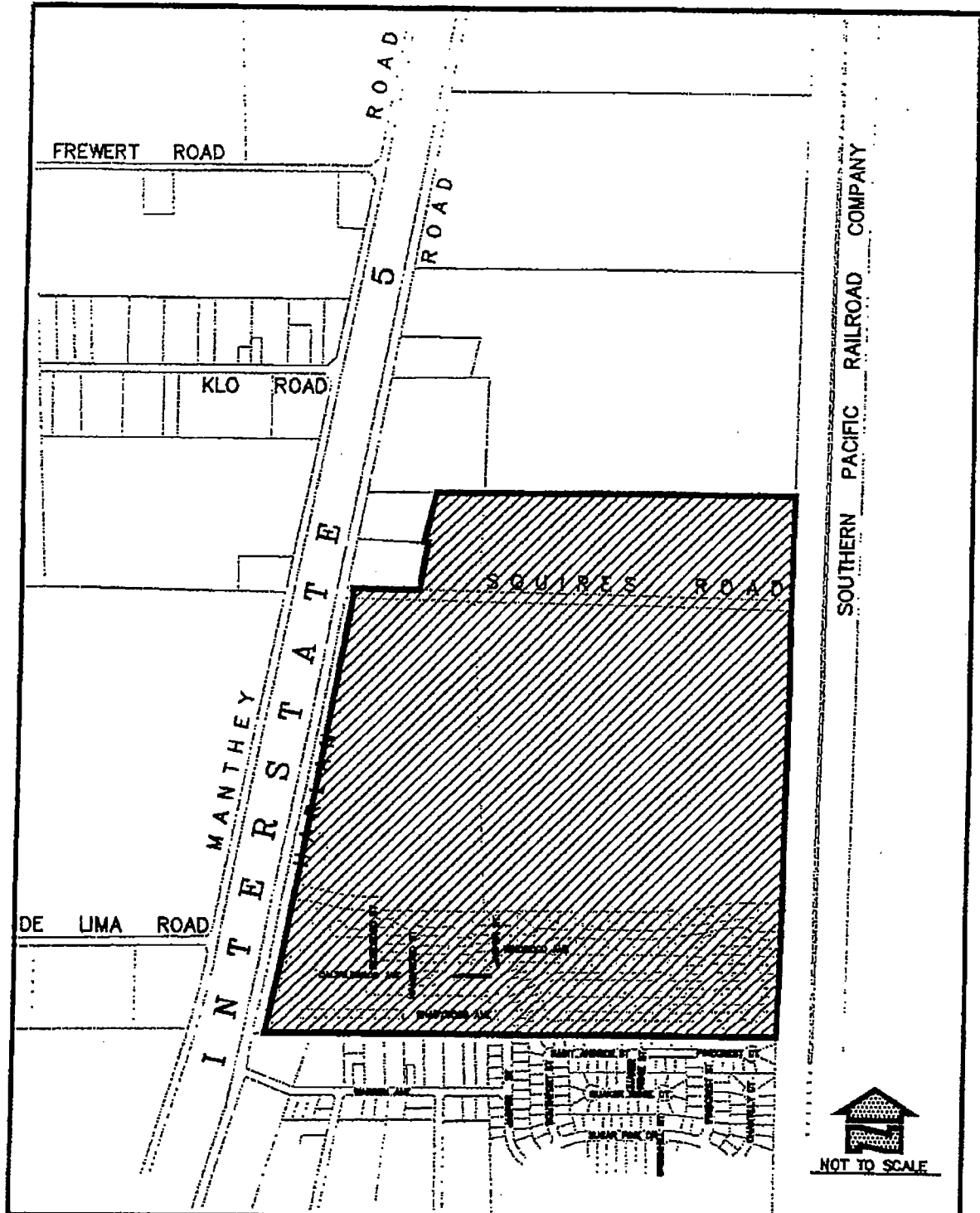


# City of Lathrop

## Stonebridge Landscaping District



Date: June 2001

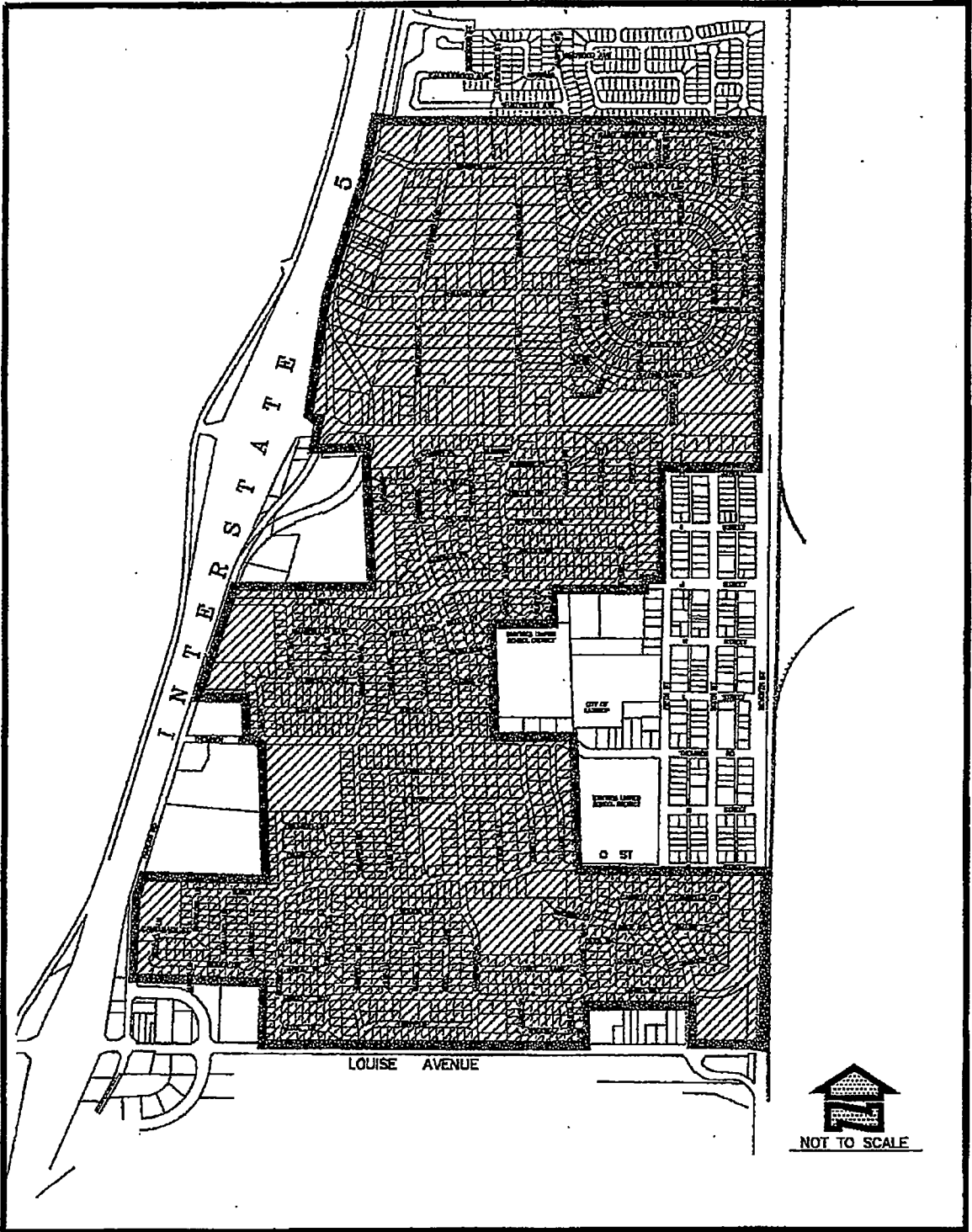


# City of Lathrop

Stonebridge Drainage & Lighting District



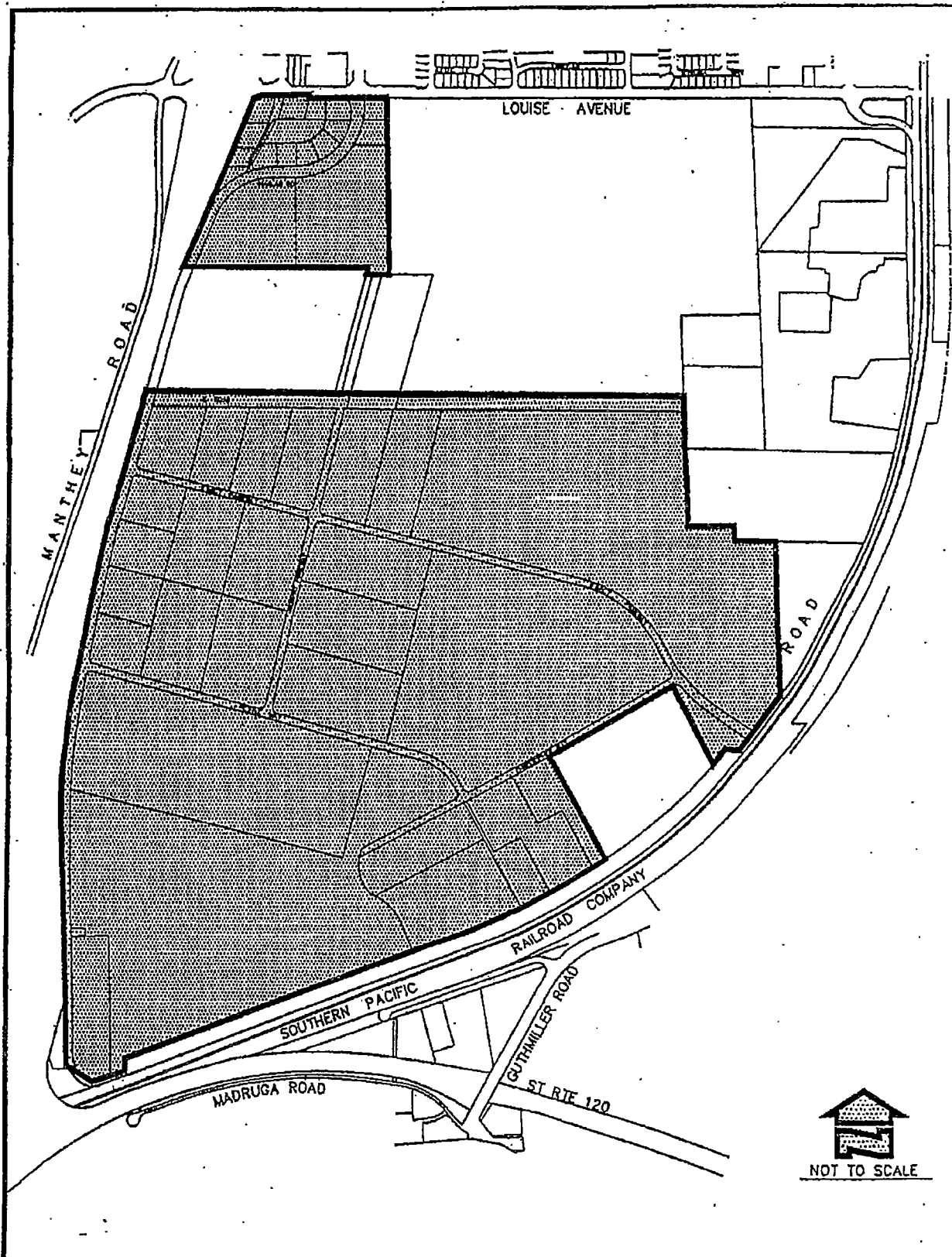
Date: February 1999



**City of Lathrop**  
**Storm Drain Zone 1**



Date: February 1999



City of Lathrop  
 Storm Drain Zone 1A



Date: February 15

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2018/19 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 (WOODFIELD PARK)**

**RECOMMENDATION: Adopt a Resolution Approving the Preliminary Engineer's Report for Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) and Declaring Intention to Levy Annual Assessments for Fiscal Year 2018/19**

**SUMMARY:**

Landscape and Lighting Maintenance District No. 93-1 ("Woodfield Park" or the "District") was created to pay for the costs of ongoing maintenance and operations of specific park improvements within Tract 2051. This report has been separated from the report for the other maintenance districts due to the size of the district and because two City Council members currently reside within the district. (Legal guidelines generally prohibit legislative body members from voting on matters involving districts where they reside if the district(s) in question comprise less than 10% of the agency's total residential parcels as defined by the County Assessor.)

District	FY 17/18 Actual Rate	FY 18/19 Proposed Rate	% Change	Notes
Woodfield Park	\$123.90	\$123.90	0.00%	Rate unchanged since FY 1998/99

The revenues for the District do not meet expenditures, and while City Staff has cut costs in an effort to minimize the shortfall, a General Fund subsidy of \$11,305, coupled with the use of District's reserves will be required to maintain current service levels (the estimated beginning Fiscal Year 2018/19 District reserves total \$14,856). In order to prevent the annual need of General Fund subsidies and the use of District's reserves, a Proposition 218 balloting of the district's property owners would have to be successfully completed, which would amend the assessment rate and provide for an annual escalation factor. This is not being proposed at this time.

Tonight, City Council is being asked to approve the preliminary Engineer's Report and to declare its intention to levy annual assessments for Fiscal Year 2018/19. After tonight's actions, notices will be published and mailed to the affected property owners regarding the public hearing. The public hearing will be scheduled for June 11, 2018 at 7:00 p.m.

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**BACKGROUND:**

Maintenance Districts are created to fund the costs of ongoing maintenance and operations of improvements which may include landscaping, park sites, street lighting, and storm drainage that provide special benefit to properties in given areas of the City. Special benefit is defined as that benefit, over and above the general benefit provided by the improvements, which is conferred upon parcels within a district, as identified and measured by the formation assessment engineer.

Within the City of Lathrop, there are eight maintenance assessment districts: five Landscaping and Lighting Maintenance Districts (LLMD), including Woodfield Park and three Benefit Assessment Districts (BAD); each is levied assessments according to the annual specific cost estimate associated with each individual district. Each property owner is assessed annually for a portion of the maintenance costs in their district(s). The assessments are paid by the property owner via each parcel's secured property tax bill.

On an annual basis, City Staff evaluates the anticipated costs for maintenance for the upcoming year. This analysis takes into consideration any increases in costs as well as cost savings realized. Some of the costs that are quantified include: routine maintenance and mowing contracts; equipment repair; weed abatement; shrub and tree pruning; radios and computers; irrigation parts and controllers; water; electricity; fertilizer and other chemicals; vehicles and vehicle maintenance; street lighting repairs; storm drain system maintenance; and other administrative costs to operate Woodfield Park.

An annual budget is then developed using these cost estimates. The total costs are divided among the parcels in the district based on the proportionate share of benefit received from the improvements. The proposed assessments are then reviewed and approved each year by the City Council during a public hearing process.

By law, assessments can only be increased by an amount property owners have approved in each district. Any proposed increase which exceeds the amount approved by the property owners requires the approval of the property owners via a Proposition 218 ballot process. Each of the City's districts has a maximum assessment amount. The City Council may authorize any level of assessment up to this maximum. For this reason, the City could decide to levy the maximum assessment, however if it is determined that the maximum is not needed the City can lower the actual annual assessment without jeopardizing the ongoing maximum assessment.

The preliminary Engineer's Report for Landscape and Lighting Maintenance District No. 93-1 ("Woodfield Park" or the "District") is available in the City Clerk's office and the Public Works Department for review and copies will be available at the City Council meeting by request.

The following summarizes the background information for Woodfield Park:



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The District was created to pay for the maintenance of Woodfield Park. This includes costs for personnel to maintain buildings and equipment and the cost for contracted park maintenance.

Expenditures exceed revenues for this district because the District was created without an annual escalation factor and, as a result has a maximum assessment rate that does not escalate to mirror increases in district expenses. As mentioned above, in order to change this, a Proposition 218 balloting of the District's property owners would have to be successfully completed. This is not being proposed at this time.

Woodfield Park will receive \$54,764 in revenue from assessments. The total expenditures for this District are \$80,925, which creates a shortfall of \$26,161. The District is anticipated to begin Fiscal Year 2018/19 with a reserve fund balance of \$14,856, which will be used to offset the shortfall. However, in order to keep the same service levels in the District, a General Fund subsidy in the amount of \$11,305 would be needed to fund the remaining shortfall.

District	Actual FY 2017/18 Annual Assessment Rate	Proposed FY 2018/19 Annual Assessment Rate	Difference
LLMD No. 93-1 (Woodfield Park)	\$123.90	\$123.90	\$0.00

**REASON FOR RECOMMENDATION:**

Staff has prepared the budget for the service, operation and maintenance of Woodfield Park in order to establish the annual assessments. The District provides necessary services to property owners within the District boundary.

Upon adoption of the attached Resolution, the Preliminary Engineer's Report will be approved and the Council will declare its intention to levy annual assessments for Fiscal Year 2018/19 and a public hearing will be scheduled for June 11, 2018 at 7:00 p.m., to permit public testimony. Written protests will be accepted from property owners until the close of the public hearing. At the close of the public hearing, the City Council may approve the Engineer's Report as submitted or amend it and order the levy and collection of the assessments.

**COUNCIL GOALS ADVANCED BY THIS AGENDA ITEM:**

Promoting Community Values by maintaining Parks, Recreation, and Community Services to its required service levels.

**FISCAL IMPACT:**

The Woodfield Park Landscaping and Lighting District has expenditures which exceed revenues. In order to maintain the current service levels in the District, the utilization

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of \$14,856 of the District's fund balance reserves; a General Fund subsidy in the amount of \$11,305 would be required to cover the remaining shortfall.

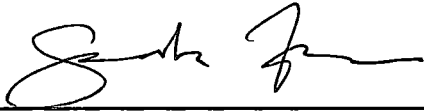
**ATTACHMENTS:**

- A. A Resolution Approving the Preliminary Engineer's Report for Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) and Declaring its Intention to Levy Annual Assessments for Fiscal Year 2018/19
- B. Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) District Diagram

**\* Note - Preliminary Engineer's Report is available for review in the City Clerk's Office.**

**CITY MANAGER'S REPORT  
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FISCAL YEAR 2018/19 ASSESSMENTS FOR WOODFIELD PARK**

**APPROVALS:**



Sandra Frias  
Budget Manager

5/7/18

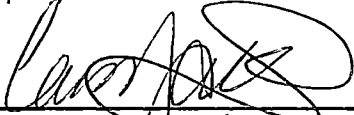
Date



Vanessa Portillo  
Deputy Finance Director

5-7-18

Date



Cari James  
Director of Finance

5/8/18

Date



Salvador Navarrete  
City Attorney

5-8-18

Date



Stephen Salvatore  
City Manager

5.9.18

Date

**RESOLUTION NO. 18-\_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR LANDSCAPE AND  
LIGHTING MAINTENANCE DISTRICT NO. 93-1 (WOODFIELD PARK) AND  
DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR  
2018/19**

**WHEREAS**, the City Council has by previous Resolutions formed the City of Lathrop Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) (hereafter referred to as the "District"), and initiated proceedings for Fiscal Year 2017/18, pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lathrop to pay the maintenance and services of all improvements and facilities related thereto; and,

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the Annual Levy of the District, and to prepare and file a report with the City Clerk in accordance with the Act; and,

**WHEREAS**, the City Council has previously called for the preparation of an Engineer's Report and Annual Levy Report (collectively referred to herein as the "Report") for the district known as Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park); and

**WHEREAS**, the Report has now been presented to the City Council; and

**WHEREAS**, the Report includes the District's budget and assessments and contains the data necessary to determine the special benefit conferred upon each property included in the District; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented on March 20, 2017, and is preliminarily satisfied with Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park), and all of the budget items and charges, and is satisfied that the levy amounts, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services performed in and provided by the District;

**NOW, THEREFORE, BE IT RESOLVED that the following actions shall be taken:**

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

**Section 2 Description of Improvements and any substantial changes proposed:** The improvements within the District may include, but are not limited to: planting materials, irrigation systems, drainage systems, natural drainage areas, fencing, restroom facilities, playground equipment, picnic facilities, landscape and associated appurtenances. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition. The Report, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved on a preliminary basis and ordered to be filed with this Resolution in the Office of the City Clerk as a permanent record. Such Report shall remain open to public inspection. The Report provides a full and complete description of all improvements and any or all substantial changes to the District or improvements within the District.

**Section 3 Boundaries and Designation:** The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District, within the boundaries of the City of Lathrop, within the County of San Joaquin, State of California. Also described as:

Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park)

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2018/19, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment.

**Section 5 Public Hearing(s):** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act and Articles XIII (C) and XIII (D) of the California Constitution.

**Section 6 Notice:** The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in a newspaper of local circulation for two consecutive weeks not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 11, 2018, at 7:00 p.m. or as soon thereafter as feasible in the City Council Chambers, located at 390 Towne Centre Dr., Lathrop, California.

**Section 8 Compliance with Article XIII (C) and XIII (D) of the California Constitution:** The City Council hereby finds that the proposed assessments are exempt from the requirements for Article XIII (C) and XIII (D) of the California Constitution in that the amount of the assessment is unchanged and the assessment is imposed exclusively to finance the maintenance and operation expenses for park maintenance.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of May 2018, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

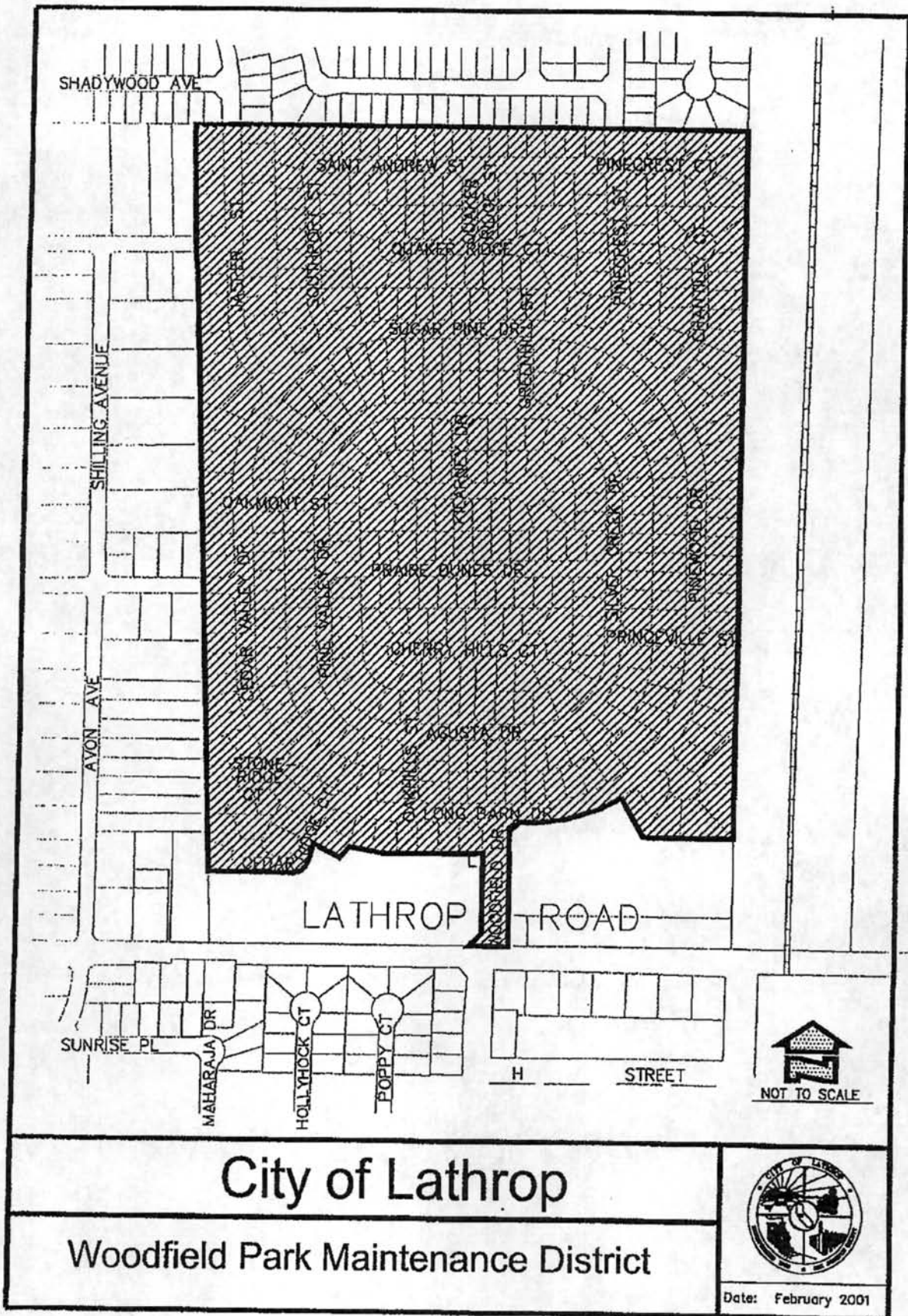
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



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**CITY MANAGER'S REPORT  
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**ITEM:** **PUBLIC HEARING (PUBLISHED NOTICE) TO  
CONSIDER 2018 CAPITAL FACILITIES FEES  
UPDATE**

**RECOMMENDATION:** **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. A Resolution Adopting the City of Lathrop  
2018 Capital Facilities Fees Study Update**

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**SUMMARY:**

Capital Facilities Fees (CFF) are necessary to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities. As new development occurs throughout the City, it is critical that fees in the CFF program be regularly updated to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land. The CFF program is being updated to adjust existing fees for inflationary fluctuations, updated project costs, and establishing a new fee for the Central Lathrop Specific Plan (CLSP) area.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution updating the Capital Facilities Fees Program.

**BACKGROUND:**

The City of Lathrop has prepared numerous planning documents and is constructing and/or acquiring various infrastructures to accommodate the service needs of both existing and anticipated residents and businesses. A variety of financing vehicles have been utilized to pay for needed infrastructure and community amenities. One of the main financing vehicles is CFFs.

The City of Lathrop originally established CFFs for transportation, culture and leisure, and municipal service facilities in November 1990. The fees were subsequently updated and expanded to other types of services/facilities on several occasions, including the establishment of a regional transportation impact fee for the West Lathrop Specific Plan area in 1997.

On September 2, 2003 the City Council adopted the 2003 Capital Facilities Program. This fee program was established to include new development for the area west of I-5, mainly Mossdale Village and River Islands. This is to ensure that new development is responsible for paying its fair and proportionate share of the cost of providing the public facilities and infrastructure.

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In November 2004, the City Council approved entitlements for the CLSP area. On August 16, 2005, the City Council adopted the 2005 Capital Facilities Fees Program. Since 2005, the City has inflated these fees annually based on Engineering News Record (ENR) 20-City Construction Cost Index ("ENR 20-City CCI").

On August 3, 2015, the City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. In March 2018, the City Council added a chapter to the Lathrop Municipal Code establishing CFFs for the SLSP area.

The City retained Goodwin Consulting Group (Goodwin) to provide an update to the CFFs adopted in 2005. Goodwin prepared the 2018 Capital Facilities Fees Study Update ("Fee Study"), included as Attachment "B", adjusting existing fees for inflation, updating project costs and establishing a new fee for the CLSP area. The State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project, as described in the Fee Study. Many of the CFFs in the City's fee program were already updated by staff for 2018 based on ENR 20-City CCI. Also, the City is restricted by development agreements, with certain developments, which limit the annual increase of their CFFs to only the rate of inflation. As a result, only the following fees were updated in the Fee Study:

- West/Central Lathrop Regional Transportation CFF - for CLSP, Mossdale Village (not including the Mossdale Landing developments), and River Islands (Stewart Tract)
- Surface Water Supply CFF - for East Lathrop, SLSP, CLSP, and Mossdale Village (not including the Mossdale Landing developments)
- Water System CFF - for East Lathrop (including North Harlan and Crossroads)
- Sewer/Recycled Water System CFF - for CLSP only

**WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION CFF**

The West/Central Lathrop Regional Transportation (WCLRT) CFF was created in 2003 to supplement funding for transportation facilities needed for the West Lathrop Specific Plan Area. The capital improvement plan for the WCLRT CFF includes 28 improvement projects. In conjunction with updating this CFF, City staff reviewed current cost estimates of transportation facilities versus the cost estimates inflated by ENR 20-City CCI since 2003. City staff found that all project costs were consistent with current estimated costs to construct these facilities with the exception of the Louise/I-5 interchange. The Louise/I-5 interchange project was estimated to cost \$11,564,000 in 2005, and now the current estimated cost to construct this facility is \$39,200,000. In order to be able to fund this facility in the future, the interchange cost needs to be updated in the CFF program to \$39.2 million. As a result, this Fee

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Study includes an increase to the rates for the WCLRT CFF for CLSP, Mossdale Village and River Islands areas.

The table below shows the proposed WCLRT CFF for the four project areas.

**West/Central Lathrop Regional Transportation CFFs**

Land Use	Proposed	Current	Difference	Proposed	Current	Proposed	Current	Difference	Proposed	Current	Difference
	Mossdale Village (no DA) <sup>1</sup>	Mossdale Village (no DA) <sup>1</sup>		Mossdale Landings (with DA) <sup>2</sup>	Mossdale Landings (with DA) <sup>2</sup>				Central Lathrop	Central Lathrop	
<b>Residential - Per Unit</b>											
Single Family	\$3,473	\$2,928	\$545	\$2,624	No Change	\$3,412	\$3,273	\$139	\$3,998	\$3,807	\$191
Multi-Family	\$2,142	\$1,800	\$342	\$1,613	No Change	\$2,098	\$2,010	\$88	\$2,454	\$2,335	\$119
<b>Non-Residential - Per 1,000 SF</b>											
Service/Office Commercial	\$4,983	\$4,206	\$777	\$3,769	No Change	\$3,176	\$3,046	\$130	\$3,668	\$3,492	\$176
Retail Commercial	\$5,502	\$4,641	\$861	\$4,159	No Change	\$4,348	\$4,169	\$179	\$6,644	\$6,330	\$314

1. CFF applies to new development within Mossdale Village, excluding the Mossdale Landings. There is no development agreement for this area.
2. Mossdale Landings CFF is adjusted by the City for inflation only. It should be noted that the CFF for Mossdale Village does not apply to Mossdale Landing developments since their development agreements limit CFF increases to annual ENR 20-City CCI inflation adjustments.

**SURFACE WATER SUPPLY FACILITIES**

In 2003, the City issued \$32,530,000 in revenue bonds to fund a portion of the construction cost for Phase 1 of the South County Surface Water Supply Project. Debt service on these bonds is paid by existing ratepayers and by new growth areas that receive a share of the water supply capacity. Existing ratepayers pay their proportionate share of the debt service through their monthly water bills. River Islands and Mossdale Village fund their respective shares of the bond debt service through separate community facilities districts, and CLSP and other new growth areas will fund their share of the debt service through CFF payments.

In 2013, the 2003 Bonds were refinanced with a lower interest through the 2013 Subordinate Water Revenue Refunding Bonds. In June 2017, the 2013 Bonds were again refinanced at an even lower interest rate through the 2017 Loan Agreement. Because the Surface Water Supply CFF is based on the present value of debt service payments, the Surface Water Supply CFF needed to be updated for existing infill development in East Lathrop, new development in the CLSP area, and other future development areas. The table below summarizes the Surface Water Supply CFFs based on water meter size.

**Surface Water Supply CFFs**

Meter Size	Proposed	Current	Difference	Proposed	Current	Difference	Proposed	Current	Difference
	Central Lathrop Full-Cost Fee <sup>1</sup>	Central Lathrop Full-Cost Fee <sup>1</sup>		Future Dev't Full-Cost Fee <sup>2</sup>	Future Dev't Full-Cost Fee <sup>2</sup>		Existing Infill Buy-In Fee <sup>3</sup>	Existing Infill Buy-In Fee <sup>3</sup>	
5/8" Meter	\$5,744	\$3,692	\$2,052	\$4,242	\$3,639	\$603	\$2,489	\$747	\$1,742
3/4" Meter	\$8,616	\$5,538	\$3,078	\$6,363	\$5,458	\$905	\$3,733	\$1,122	\$2,611
1" Meter	\$14,360	\$9,230	\$5,130	\$10,605	\$9,097	\$1,508	\$6,222	\$1,869	\$4,353
1 1/2" Meter	\$28,720	\$18,460	\$10,260	\$21,210	\$18,195	\$3,015	\$12,444	\$3,739	\$8,705
2" Meter	\$45,952	\$29,536	\$16,416	\$33,936	\$29,112	\$4,824	\$19,910	\$5,981	\$13,929
3" Meter	\$86,160	\$55,380	\$30,780	\$63,630	\$54,585	\$9,045	\$37,332	\$11,214	\$26,118
4" Meter	\$143,600	\$92,300	\$51,300	\$106,050	\$90,975	\$15,075	\$62,220	\$18,692	\$43,528
6" Meter	\$287,200	\$184,600	\$102,600	\$212,100	\$181,949	\$30,151	\$124,440	\$37,382	\$87,058
8" Meter	\$459,520	\$295,360	\$164,160	\$339,360	\$291,119	\$48,241	\$199,105	\$59,812	\$139,293
10" Meter	\$832,880	\$535,340	\$297,540	\$615,090	\$527,653	\$87,437	\$360,877	\$108,408	\$252,469

1. Applies to new development in the Central Lathrop Specific Plan. Those paying this fee would NOT pay the South County Surface Water Supply Project (SCSWSP) facilities charge in their monthly water bill.
2. Applies to future development areas. Those paying this fee would NOT pay the SCSWSP facilities charge in their monthly water bill.
3. Applies to existing infill areas. New connections paying this fee would also pay the SCSWSP facilities charge in their monthly water bill.

As shown in the table above rates have increased as follows:

- CLSP area rates have increased by approximately 56% over current CFF rates
- Mossdale Village area for future development increased by about 17%
- Existing Infill area rates for East Lathrop have increased by 233%.

Much of the increase in these areas is due to the updated water consumption rate estimate for the City, which increased by about 33% from 320 gpd/EDU to 430 gpd/EDU.

In 2007, the Reed Group updated the CLSP surface water CFF and estimated a CFF of \$4,090 for fiscal year 2017-18 (compared to \$5,744 in this 2018). Connection fees in CLSP assume 100% use of surface water, rather than using the two-thirds surface water and one-third ground water assumption in the rest of the City. This was done to pay off the bonds sooner since the City was responsible for paying these bonds if the developer stops paying. This CFF rate calculated in 2007 assumed water consumption at 320 gpd or about 66% of the current estimated consumption rate of 430 gpd/EDU. The significant increase can be attributed to the increase in expected water consumption (430 gpd vs. 320 gpd) and increases of the present value of debt service payments required because today's interest are so low. Effectively, more money is needed today in order to make future debt service payments, since funds in City's bank accrues little interest.

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Infill development in East Lathrop pays for surface water with a surcharge on their monthly water bill. The infill CFF simply calculates the missed water bill surcharge payments as a connection fee. The CFF increased significantly by approximately 233% (\$747 vs. \$2,489 per EDU). The 2005 CFF calculation assumed 66% of the current estimated surface water consumption rate of 290 gpd. Therefore, the large increase was due to the increase in expected surface water consumption (290 gpd vs. 216 gpd) and the continued increase in missed surcharge payments.

The infill water buy-in CFF calculation includes the cumulative past water bill surcharge payments, so this fee will increase annually at a rate that is higher than inflation. The annual ENR increases the City applied to this CFF did not keep up with the cumulative increases from the surcharge payments and as a result, the 2018 CFF update created this substantial fee difference (233%).

**WATER SYSTEM FACILITIES**

The Water System CFF includes four separate components. These include 1) an East Lathrop Water System Buy-In CFF, 2) a Well Improvement CFF for West/Central Lathrop to fund the costs of arsenic treatment for groundwater wells and for a portion of the cost of a standby well, 3) a Water Storage CFF for the Mossdale Landing developments to construct a 1.0 MG water storage reservoir, and 4) a Reimbursement CFF for the Crossroads area. The City does not currently have updated costs for the West/Central Lathrop Well Improvement CFF or the Mossdale Landing Water Storage CFF, so these CFFs were updated recently by the City for inflation only. This Fee Study does update the East Lathrop Buy-In CFF and the Crossroads Reimbursement CFF.

The table below shows the Water System CFF schedules for East Lathrop, North Harlan, Crossroads, West/Central Lathrop, and Mossdale Landing.

**Water System CFFs**

	Proposed East Lathrop Water System Buy-In CFF	Current East Lathrop Water System Buy-In CFF	Diff.	Proposed North Harlan WID Water System Buy-In CFF	Current North Harlan WID Water System Buy-In CFF	Diff.	Proposed Crossroads Water System Reimbursement CFF	Current Crossroads Water System Reimbursement CFF	Diff.	Proposed West/Central Lathrop - Well Improvement CFF <sup>1</sup>	Current West/Central Lathrop - Well Improvement CFF <sup>1</sup>	Proposed Mossdale Landing Water Storage CFF <sup>1,2</sup>	Current Mossdale Landing Water Storage CFF <sup>1,2</sup>
5/8" Meter	\$1,231	\$3,456	(\$2,225)	\$1,157	\$3,248	(\$2,091)	\$1,392	\$4,256	(\$2,864)	\$756	No Change	\$895	No Change
3/4" Meter	\$1,847	\$5,185	(\$3,338)	\$1,735	\$4,872	(\$3,137)	\$2,088	\$6,384	(\$4,296)	\$1,135	No Change	\$1,343	No Change
1" Meter	\$3,078	\$8,640	(\$5,562)	\$2,892	\$8,120	(\$5,228)	\$3,480	\$10,640	(\$7,162)	\$1,891	No Change	\$2,238	No Change
1/2" Meter	\$6,155	\$17,279	(\$11,124)	\$5,785	\$16,239	(\$10,454)	\$6,959	\$21,279	(\$14,320)	\$3,782	No Change	\$4,477	No Change
2" Meter	\$9,848	\$27,647	(\$17,799)	\$9,256	\$25,983	(\$16,727)	\$11,134	\$34,046	(\$22,912)	\$6,051	No Change	\$7,162	No Change
3" Meter	\$18,466	\$51,838	(\$33,372)	\$17,354	\$48,718	(\$31,364)	\$20,877	\$63,836	(\$42,959)	\$11,345	No Change	\$13,430	No Change
4" Meter	\$30,776	\$86,397	(\$55,621)	\$28,924	\$81,196	(\$52,272)	\$34,795	\$106,393	(\$71,598)	\$18,909	No Change	\$22,383	No Change
6" Meter	\$61,552	\$172,793	(\$111,241)	\$57,847	\$162,392	(\$104,545)	\$69,591	\$212,787	(\$143,196)	\$37,817	No Change	\$44,766	No Change
8" Meter	\$98,483	\$276,469	(\$177,986)	\$92,555	\$259,827	(\$167,272)	\$111,345	\$340,459	(\$229,114)	\$60,507	No Change	\$71,625	No Change
10" Meter	\$178,501	\$501,100	(\$322,599)	\$167,756	\$470,936	(\$303,180)	\$201,813	\$617,082	(\$415,269)	\$109,670	No Change	\$129,820	No Change

1. Water system CFF was adjusted by the ENR 20-City CCI in Jan-2018 by staff.

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2018 CAPITAL FACILITIES FEES UPDATE**

2. New development within Mossdale Landing developments would pay both the well improvement and water storage CFFs.

The Water System CFFs, including the Buy-In fees for East Lathrop and North Harlan and the Reimbursement CFF for Crossroads, each decreased by about two-thirds of their current CFF rates. The main reason for this is that the water systems distribute the groundwater supply to the East Lathrop area. Groundwater will make up approximately one-third of the water supply to this area at buildout of the City and the new established Surface Water Infill CFF will supply two-thirds. Therefore one-third of the present value of the existing facilities and debt service for East Lathrop, North Harlan, and Crossroads is incorporated in the CFF calculations, and as a result, the CFF rates have decreased by approximately two-thirds. The net result is that the total Surface Water and Groundwater connection fees for infill development have reduced by 12%.

**SEWER/RECYCLED WATER FACILITIES**

Saybrook CLSP, LLC ("Saybrook"), the developer of the CLSP area, has constructed sewer and recycled water backbone facilities that will serve the CLSP area. Facilities include a pump station, force mains, sewer pipelines, and recycled water pipelines. The total cost of these facilities in 2018 dollars is \$11.6 million. In order for the City to reimburse the developer for oversizing these facilities, a sewer/recycled water CFF specific to the CLSP development area must be created. This Fee Study establishes the new Sewer/Recycled Water CFF for the CLSP area. Since Saybrook has constructed the sewer and recycled water facilities, CFF revenue will be used to reimburse the developer. The table below summarizes the Sewer/Recycled Water CFFs.

**Sewer/Recycled Water CFFs**

<b><u>Land Use</u></b>	<b><u>Fee</u></b>
<b><u>Residential</u></b>	
Single Family	\$1,915 per Unit
Multi-Family	\$1,329 per Unit
<b><u>Non-Residential</u></b>	
Commercial	\$353 per 1,000 sf
Industrial	\$212 per 1,000 sf

**FEE SCHEDULE**

The CFF fee schedule includes eight separate development areas with each having a different fee schedule. In March 2018, the City adopted new CFFs for the SLSP area, and they have been added to the CFF schedule. The City inflated all CFFs in January 2018 based on the ENR 20-City CCI of 10,873 for December 2017. Prior to this

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
2018 CAPITAL FACILITIES FEES UPDATE**

Page 7

increase, the CFFs were based on the August 2016 ENR 20-City CCI value of 10,385. Based on the increased value of the ENR 20-City CCI since August 2016, the City increased the fees in its CFF program by approximately 4.7% in 2018. The City also levies a 3.0% administration fee to the cumulative total of all its CFFs to pay for the administrative duties associated with the CFF program.

**REASON FOR RECOMMENDATION:**

The purpose of the CFF Program is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities. The CFF Program also limits the impact that new development will have on existing residents and businesses with respect to infrastructure, community facilities, and the provision of services. It is necessary to adjust these fees based on inflation and updated project costs in order for the City to keep pace with the rising costs of construction and administration.

**FISCAL IMPACT:**


The CFF update is funded by the administrative fee collected from developers for the costs associated with annual program accounting, monitoring, and reporting as well as periodic review and updates. The Administrative Fee is equal to 3% of the total CFFs charged for each development project. There is no fiscal impact on the City because the 3% administration fee covers all City costs to administer the CFF program.

**ATTACHMENTS:**

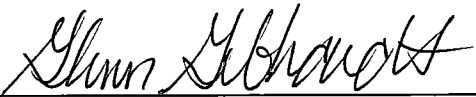
- A. Resolution Adopting the City of Lathrop 2018 Capital Facilities Fees Study Update
- B. City of Lathrop 2018 Capital Facilities Fees Study Update prepared by Goodwin Consulting Group dated May 3, 2018

**CITY MANAGER'S REPORT  
MAY 14, 2018 CITY COUNCIL REGULAR MEETING  
2018 CAPITAL FACILITIES FEES UPDATE**


**APPROVALS:**

  
\_\_\_\_\_  
Jay M. Davidson  
Principal Engineer


5-8-18  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


5-8-18  
Date

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

5/9/18  
Date

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

5-8-18  
Date

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

5-9-18  
Date



**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ADOPTING THE CITY OF LATHROP 2018 CAPITAL FACILITIES  
FEES STUDY UPDATE**

**WHEREAS**, the City of Lathrop originally established Capital Facilities Fees (CFFs) for transportation, culture and leisure, and municipal services facilities in November 1990; and

**WHEREAS**, the CFFs are to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities; and

**WHEREAS**, on September 2, 2003, the City Council adopted the 2003 Capital Facilities Program; and

**WHEREAS**, on August 16, 2005, the City Council adopted the 2005 Capital Facilities Fees Program which is currently implemented in the City of Lathrop; and

**WHEREAS**, on March 12, 2018, the City Council adopted an ordinance to add Chapter 3.25: South Lathrop Specific Plan Capital Facility Fees to the Municipal Code; and

**WHEREAS**, as new development occurs throughout the City it is critical that fees in the CFF program be regularly updated to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land; and

**WHEREAS**, the City has entered into a professional services agreement with Goodwin Consulting Group (GCG) to prepare an update to the fees in the CFF Program; and

**WHEREAS**, GCG prepared the 2018 Capital Facilities Fees Study Update ("Fee Study") dated May 3, 2018, updating some fees in the existing CFF program to adjust existing fees for inflationary fluctuations based on Engineering News Record 20-City Construction Cost Index (ENR 20-City CCI), updating other fees to adjust for the change in interest rates that impact the present value calculation that determines funds needed to make future debt services payments, project costs and adding a new sewer/recycled water fee for the Central Lathrop Specific Plan area; and

**WHEREAS**, the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project, as described in the Fee Study; and

**WHEREAS,** the Fee Study is based upon the analysis, input and active participation of City staff, GCG, and various reports and studies as described in the Fee Study; and

**WHEREAS,** notice of public hearing of this Resolution was published as required by the Mitigation Fee Act, California Government Code sections 66000 et seq; and

**WHEREAS,** there is no fiscal impact on the City because the 3% administration fee covers all City costs to administer the CFF program.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the Capital Facilities Fees, dated May 3, 2018 attached as Attachment "B" to the City Council Staff Report of May 14, 2018 and incorporated herein by this reference and Council hereby adds the 2018 Capital Facilities Fees to the Capital Facility Fee Program based on findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.).

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14<sup>th</sup> day of May 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

**GCG**

GOODWIN CONSULTING GROUP

**CITY OF LATHROP  
2018 CAPITAL FACILITIES  
FEES STUDY UPDATE**



May 3, 2018

**CITY OF LATHROP  
2018 CAPITAL FACILITIES FEES STUDY UPDATE**

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## ***EXECUTIVE SUMMARY***

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### **PURPOSE OF THE CFF UPDATE**

The City of Lathrop (“City”) retained Goodwin Consulting Group to assist it in updating the City’s Capital Facilities Fee (“CFF”) program. As new development occurs throughout the City it is critical that fees in the CFF program be updated regularly to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land.

Many of the Capital Facilities Fees in the City’s fee program have been updated for 2018 based on the Engineering News Record (ENR) 20-City Construction Cost Index (“ENR 20-City CCI”) and are presented in this City of Lathrop 2018 Capital Facilities Fees Study Update (“Fee Study”) to summarize all the fees in the CFF program. The City is restricted by development agreements for certain developments to limit the annual increase of their CFFs to only the rate of inflation, as determined by the change in the ENR 20-City CCI. As a result, only the following fees are updated in this Fee Study:

- West/Central Lathrop Regional Transportation CFF - for Central Lathrop Specific Plan area (CLSP), Mossdale Village (not including the Mossdale Landing developments), and River Islands (Stewart Tract)
- Surface Water Supply CFF - for East Lathrop, South Lathrop Specific Plan (SLSP), CLSP, and Mossdale Village (not including the Mossdale Landing developments)
- Water System CFF - for East Lathrop (including North Harlan and Crossroads)
- Sewer/Recycled Water System CFF - for CLSP only

### **WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION CFF**

The West/Central Lathrop Regional Transportation CFF was created in 2003 to supplement funding for transportation facilities needed for the West Lathrop Specific Plan Area. The capital improvement plan for the West/Central Lathrop Regional Transportation CFF includes 28 improvement projects. In conjunction with updating this CFF, City staff reviewed the transportation facilities and their costs and inflated them to 2018 dollars based on the ENR 20-City CCI. City staff found that all project costs were consistent with current estimated costs to construct these facilities with the exception of the Louise/I-5 interchange. The Louise/I-5 interchange project was estimated to cost \$11,564,000 in 2005 and \$16.9 million in 2018, if inflated by the ENR 20-City CCI. However based on a City staff estimate, the current cost to construct this facility is \$39,200,000. In order to be able to fund this facility in the future, City staff determined that the interchange cost needs to be updated in the CFF program to the \$39.2

million cost. As a result, this Fee Study includes updated CFF rates for the West/Central Lathrop Regional Transportation CFF for the three areas that are subject to this CFF, specifically, CLSP, Mossdale Village (only those areas without a development agreement), and River Islands.

### **SURFACE WATER SUPPLY FACILITIES**

In 2003 the City issued \$32,530,000 revenues bonds to fund a portion of the construction cost for Phase 1 of the South County Surface Water Supply Project. Debt service on these bonds is paid by existing ratepayers and by new growth areas that receive a share of the water supply capacity. Existing ratepayers pay their proportionate share of the debt service through their monthly water bills. River Islands and Mossdale Village fund their respective shares of the bond debt service through separate community facilities districts; and CLSP and other new growth areas will fund their share of the debt service through CFF payments.

In 2013 the 2003 Bonds were refunded. The existing ratepayers, the CLSP area, and other future development's shares of the 2003 remaining bond principal were refunded through the 2013 Subordinate Water Revenue Refunding Bonds. In June 2017 the City refunded the 2013 Bonds through the 2017 Loan Agreement. Because the Surface Water Supply CFF is based on the present value of debt service payments, the Surface Water Supply CFF needed to be updated for existing infill development in East Lathrop, new development in the CLSP, and other future development areas. This Fee Study updates the Surface Water Supply CFF for these areas.

### **WATER SYSTEM FACILITIES**

The Water System CFF includes four separate components. These include 1) an East Lathrop Water System Buy-In CFF, 2) a Well Improvement CFF for West/Central Lathrop to fund the costs of arsenic treatment for groundwater wells and for a portion of the cost of a standby well, 3) a Water Storage CFF for the Mossdale Landing developments to construct a 1.0 MG water storage reservoir, and 4) a Reimbursement CFF for the Crossroads area. The City does not currently have updated costs for the West/Central Lathrop Well Improvement CFF or the Mossdale Landing Water Storage CFF so these CFFs have been updated recently by the City for inflation only. This Fee Study does update the East Lathrop Buy-In CFF and the Crossroads Reimbursement CFF.

### **SEWER FACILITIES**

Saybrook CLSP, LLC ("Saybrook"), the developer of the CLSP area, has constructed sewer and recycled water backbone facilities that will serve the CLSP area. Facilities include a pump station, force mains, sewer pipelines, and recycled water pipelines. The total cost of these facilities in 2018 dollars is \$11.6 million. In order for the City to reimburse the developer for

oversizing these facilities, a sewer/recycled water CFF specific to the CLSP development area must be created. This Fee Study creates the new Sewer/Recycled Water CFF for the CLSP area.

## **FEE SCHEDULE**

Table ES-1 summarizes the fees in the CFF program and includes the proposed CFFs that have been created or updated in this Fee Study. The CFF fee schedule includes eight separate development areas with each having a different fee schedule. In February 2018 the City adopted new CFFs for the South Lathrop Specific Plan and this area is added to the CFF schedule. The City inflated all CFF fees in January 2018 based on the Engineering News Record 20-City Construction Cost Index value of 10,873 for December 2017. Prior to this increase, the CFF fees were based on the August 2016 20-City CCI value of 10,385. Based on the increased value of the ENR 20-City CCI since August 2016, the City increased the fees in its CFF program by approximately 4.7% in 2018. The City also levies a 3.0% administration fee to the cumulative total of all its CFFs to pay for the administrative duties associated with the CFF program. This 3.0% administration fee would be added on top of the City CFFs presented in Table ES-1.

**Table ES-1 - Fee Summary**

		Service Area <sup>1</sup>							
		East	Cross-	No. Harlan	South	Mossdale	Mossdale	Central	Stewart
Fee	Unit	Lathrop	roads	Improv. Dist.	Lathrop	Village	Landings	Lathrop	Tract
Component	Unit	Lathrop	roads	Improv. Dist.	Specific Pl.	(no DA)	(with DA) <sup>2</sup>	Lathrop	Tract
<b>Culture and Leisure CFF <sup>3</sup></b>									
<b>Park Sub-Component</b>									
Single Family Residential	DU	\$5,526		\$5,526		\$5,526	\$5,524	\$6,072	Project
Multi-Family Residential	DU	\$3,947		\$3,947		\$3,947	\$3,945	\$4,338	Developer
<b>Facility Sub-Component</b>									
Single Family Residential	DU	\$3,386		\$3,386		\$3,386	\$2,218	\$3,386	\$3,386
Multi-Family Residential	DU	\$2,417		\$2,417		\$2,417	\$1,584	\$2,417	\$2,417
<b>Total Culture and Leisure CFF</b>									
Single Family Residential	DU	\$8,912		\$8,912		\$8,912	\$7,742	\$9,458	\$3,386
Multi-Family Residential	DU	\$6,364		\$6,364		\$6,364	\$5,529	\$6,755	\$2,417
<b>Municipal Service Facilities CFF <sup>4</sup></b>									
Single Family Residential	DU	\$3,793		\$3,793		\$3,793	\$3,725	\$3,793	\$3,793
Multi-Family Residential	DU	\$2,709		\$2,709		\$2,709	\$2,662	\$2,709	\$2,709
Service/Retail	1,000 sf	\$2,471	\$2,471	\$2,471	\$2,471	\$2,471	\$2,419	\$2,471	\$2,471
Other Non-Residential	1,000 sf	\$1,496	\$1,496	\$1,496	\$1,496	\$1,496	\$1,464	\$1,496	\$1,496
<b>Surface Water Supply CFF <sup>5</sup></b>									
	5/8" meter	\$2,489	\$2,489	\$2,489	\$2,489	\$4,242		\$5,744	
	1" Fire Svc.	\$2,489		\$2,489	\$2,489	\$4,242		\$5,744	
	3/4" meter	\$3,733	\$3,733	\$3,733	\$3,733	\$6,363		\$8,616	
	1" meter	\$6,222	\$6,222	\$6,222	\$6,222	\$10,605		\$14,360	
	1 1/2" meter	\$12,444	\$12,444	\$12,444	\$12,444	\$21,210		\$28,720	
	2" meter	\$19,910	\$19,910	\$19,910	\$19,910	\$33,936		\$45,952	
	3" meter	\$37,332	\$37,332	\$37,332	\$37,332	\$63,630	Funded through Mossdale CFD	\$86,160	Funded through River Islands CFD
	4" meter	\$62,220	\$62,220	\$62,220	\$62,220	\$106,050		\$143,600	
	6" meter	\$124,440	\$124,440	\$124,440	\$124,440	\$212,100		\$287,200	
	8" meter	\$199,105	\$199,105	\$199,105	\$199,105	\$339,360		\$459,520	
	10" meter	\$360,877	\$360,877	\$360,877	\$360,877	\$615,090		\$832,880	
<b>Water System - Buy-In CFF <sup>6</sup></b>									
	5/8" meter	\$1,231		\$1,157					
	1" Fire Svc.	\$1,231		\$1,157					
	3/4" meter	\$1,847		\$1,735					
	1" meter	\$3,078		\$2,892					
	1 1/2" meter	\$6,155		\$5,785					
	2" meter	\$9,848		\$9,256					
	3" meter	\$18,466		\$17,354					
	4" meter	\$30,776		\$28,924					
	6" meter	\$61,552		\$57,847					
	8" meter	\$98,483		\$92,555					
	10" meter	\$178,501		\$167,756					
<b>Water System - Reimbursement CFF</b>									
	5/8" meter		\$1,392						
	1" Fire Svc.								
	3/4" meter		\$2,088						
	1" meter		\$3,480						
	1 1/2" meter		\$6,959						
	2" meter		\$11,134						
	3" meter		\$20,877						
	4" meter		\$34,795						
	6" meter		\$69,591						
	8" meter		\$111,345						
	10" meter		\$201,813						



**TABLE ES-1 - Fee Summary (Continued)**

Fee Component	Unit	Service Area <sup>1</sup>							
		East	Cross-roads	No. Harlan	South Lathrop	Mossdale Village	Mossdale Landings	Central	Stewart
		Lathrop		Improv. Dist.	Specific Pl.	(no DA)	(with DA) <sup>2</sup>	Lathrop	Tract
<b>Water System - West/Central Lathrop Well Improvement CFF <sup>7</sup></b>									
	5/8" meter					\$756	\$756	\$756	\$756
	1" Fire Svc.					\$756	\$756	\$756	\$756
	3/4" meter					\$1,135	\$1,135	\$1,135	\$1,135
	1" meter					\$1,891	\$1,891	\$1,891	\$1,891
	1 1/2" meter					\$3,782	\$3,782	\$3,782	\$3,782
	2" meter					\$6,051	\$6,051	\$6,051	\$6,051
	3" meter					\$11,345	\$11,345	\$11,345	\$11,345
	4" meter					\$18,909	\$18,909	\$18,909	\$18,909
	6" meter					\$37,817	\$37,817	\$37,817	\$37,817
	8" meter					\$60,507	\$60,507	\$60,507	\$60,507
	10" meter					\$109,670	\$109,670	\$109,670	\$109,670
<b>Water System - Water Storage CFF <sup>8</sup></b>									
	5/8" meter						\$895		
	1" Fire Svc.						\$895		
	3/4" meter						\$1,343		
	1" meter						\$2,238		
	1 1/2" meter						\$4,477		
	2" meter						\$7,162		
	3" meter						\$13,430		
	4" meter						\$22,383		
	6" meter						\$44,766		
	8" meter						\$71,625		
	10" meter						\$129,820		
	Office Commercial	1,000 sf				\$988			
	Limited Industrial	1,000 sf				\$467			
	Warehouse	1,000 sf				\$133			
<b>Sewer/Recycled Water System CFF <sup>9 10</sup></b>									
	5/8" meter	\$5,538		\$5,538		\$1,083	\$1,083		
	1" Fire Svc.	\$5,538		\$5,538		\$1,083	\$1,083		
	3/4" meter	\$8,306		\$8,306		\$1,623	\$1,623		
	1" meter	\$13,844		\$13,844		\$2,706	\$2,706		
	1 1/2" meter	\$27,688		\$27,688		\$5,410	\$5,410		
	2" meter	\$44,301		\$44,301		\$8,657	\$8,657		
	3" meter	\$83,064		\$83,064		\$16,232	\$16,232		
	4" meter	\$138,440		\$138,440		\$27,052	\$27,052		
	6" meter	\$276,879		\$276,879		\$54,104	\$54,104		
	8" meter	\$443,007		\$443,007		\$86,566	\$86,566		
	10" meter	\$802,950		\$802,950		\$156,903	\$156,903		
	Single Family Residential	DU						\$1,915	
	Multi-Family Residential	DU						\$1,329	
	Commercial	1,000 sf						\$353	
	Industrial	1,000 sf						\$212	
	(Manteca WQCF)	ISU	\$8,466	\$8,466					
	All New Development	gpd		\$40.95					
<b>Recycled Water Outfall CFF <sup>11</sup></b>									
	5/8" meter					\$45	\$45	\$45	\$45
	1" Fire Svc.					\$45	\$45	\$45	\$45
	3/4" meter					\$69	\$69	\$69	\$69
	1" meter					\$114	\$114	\$114	\$114
	1 1/2" meter					\$227	\$227	\$227	\$227
	2" meter					\$363	\$363	\$363	\$363
	3" meter					\$683	\$683	\$683	\$683
	4" meter					\$1,138	\$1,138	\$1,138	\$1,138
	6" meter					\$2,275	\$2,275	\$2,275	\$2,275
	8" meter					\$3,640	\$3,640	\$3,640	\$3,640
	10" meter					\$6,598	\$6,598	\$6,598	\$6,598

**Table ES-1 - Fee Summary (Continued)**

		Service Area <sup>1</sup>							
		East	Cross-	No. Harlan	South	Mossdale	Mossdale	Central	Stewart
Fee	Unit	Lathrop	roads	Improv. Dist.	Lathrop	Village	Landings	Lathrop	Tract
Component	Unit	Lathrop	roads	Improv. Dist.	Specific Pl.	(no DA)	(with DA) <sup>2</sup>	Lathrop	Tract
<b>Storm Drainage CFF <sup>12 13</sup></b>									
Low Density Residential	DU	\$894		\$894		\$341	\$341		
Medium Density Residential	DU					\$234	\$234		
High Density Residential	DU					\$183	\$183		
Service Commercial	Acre	\$6,144		\$6,144		\$4,231	\$4,231		
Freeway Commercial	Acre	\$11,025		\$11,025					
Waterfront Resort Commercial	Acre								
Neighborhood Commercial	Acre	\$2,729		\$2,729					
Limited Industrial - Zone #5	Acre	\$8,576		\$8,576					
Limited Industrial - Other Zones	Acre	\$4,780		\$4,780					
General Industrial	Acre	\$5,804		\$5,804					
Transit Station (if on Lathrop Road)	Acre	\$5,461		\$5,461					
Fire Station (if on Yosemite Avenue)	Acre	\$6,144		\$6,144					
Area of Benefit #6	Acre	\$2,382							
Crossroads - Onsite	Acre		\$12,732						
Crossroads - Offsite	Acre		\$7,260						
Office Commercial	1,000 sf				\$380				
Limited Industrial	1,000 sf				\$129				
Warehouse	1,000 sf				\$129				
<b>Local Transportation CFF <sup>14</sup></b>									
Single Family Residential	DU	\$3,558		\$3,558					
Multi-Family Residential	DU	\$2,616		\$2,616					
Office Commercial	1,000 sf	\$4,859		\$4,859	\$15,631				
Retail Commercial	1,000 sf	\$4,859		\$4,859	\$15,631				
Industrial	1,000 sf	\$1,431	\$1,068	\$1,431	\$4,516				
Warehouse	1,000 sf				\$466				
Commercial	Acre		\$29,417						
<b>WLSP Regional Transportation Impact Fee (RTIF) <sup>15</sup></b>									
Single Family Residential	DU					\$343	\$343	\$343	\$343
Multi-Family Residential	DU					\$401	\$401	\$401	\$401
Service/Office Commercial	1,000 sf					\$532	\$532	\$532	\$532
Retail Commercial	1,000 sf					\$1,918	\$1,918	\$1,918	\$1,918
<b>WLSP Reimbursement Fee</b>									
	Acre					\$2,001	\$2,001		
<b>West/Central Lathrop Transportation CFF <sup>16</sup></b>									
Single Family Residential	DU					\$3,473	\$2,624	\$3,412	\$3,998
Multi-Family Residential	DU					\$2,142	\$1,613	\$2,098	\$2,454
Service/Office Commercial	1,000 sf					\$4,983	\$3,769	\$3,176	\$3,668
Retail Commercial	1,000 sf					\$5,502	\$4,159	\$4,348	\$6,644
<b>Offsite Roadway Improvements CFF</b>									
Single Family Residential	DU							\$142	
Multi-Family Residential	DU							\$88	
Service/Office Commercial	1,000 sf							\$133	
Retail Commercial	1,000 sf							\$182	

**Table ES-1 - Fee Summary (Continued)**

		Service Area <sup>1</sup>							
		East	Cross-	No. Harlan	South	Mossdale	Mossdale	Central	Stewart
Fee	Unit	Lathrop	roads	Improv. Dist.	Lathrop	Village	Landings	Lathrop	Tract
Component	Unit	Lathrop	roads	Improv. Dist.	Specific Pl.	(no DA)	(with DA) <sup>2</sup>	Lathrop	Tract
<b>San Joaquin County RTIF CFF</b>									
Single Family Residential	DU	\$3,312		\$3,312		\$3,312	\$3,312	\$3,312	\$3,312
Multi-Family Residential	DU	\$1,987		\$1,987		\$1,987	\$1,987	\$1,987	\$1,987
Office Commercial	1,000 sf	\$1,660		\$1,660	\$1,660	\$1,660	\$1,660	\$1,660	\$1,660
Retail Commercial	1,000 sf	\$1,320		\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320
Industrial	1,000 sf	\$1,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Warehouse	1,000 sf	\$420		\$420	\$420	\$420	\$420	\$420	\$420
<b>County Facilities CFF <sup>17</sup></b>									
Single Family Residential	DU	\$2,434		\$2,434		\$2,434			
Multi-Family Residential	DU	\$1,807		\$1,807		\$1,807			
Service/Office Commercial	1,000 sf	\$610		\$610	\$610	\$610			
Retail Commercial	1,000 sf	\$400		\$400	\$400	\$400			
Industrial	1,000 sf	\$110		\$110	\$110	\$110			
Warehouse	1,000 sf	\$110		\$110	\$110	\$110			
<b>Environmental Mitigation CFF <sup>18</sup></b>									
Low Density Residential	DU					\$199	\$199		
Medium Density Residential	DU					\$113	\$113		
High Density Residential	DU					\$41	\$41		
Commercial	Acre					\$954	\$954		
<b>AG Mitigation CFF</b>									
	Acre				\$2,796	\$2,796		\$4,194	\$3,076
<b>Economic Development Fee (Measure D)</b>									
Residential Development	DU								\$5,000
<b>Levee Impact Fee <sup>19</sup></b>									
Single Family Residential	Acre	\$17,054	\$17,054	\$17,054	\$17,054	\$17,054	\$17,054	\$17,054	
Multi-Family Residential	Acre	\$18,667	\$18,667	\$18,667	\$18,667	\$18,667	\$18,667	\$18,667	
Commercial	Acre	\$19,236	\$19,236	\$19,236	\$19,236	\$19,236	\$19,236	\$19,236	
Industrial	Acre	\$15,080	\$15,080	\$15,080	\$15,080	\$15,080	\$15,080	\$15,080	

- <sup>1</sup> Each service area listed is separate and distinct from the others. Crossroads and North Harlan ID are within East Lathrop but in limited instances CFFs differ.
- <sup>2</sup> "Mossdale Landings" include Mossdale Landing, Mossdale Landing East, and Mossdale Landing South and are in Mossdale Village. Development agreements in these areas place limits on increasing the CFF rates.
- <sup>3</sup> Includes neighborhood, community, linear parks, library, youth center, and senior center. This fee has been divided into two components so that fee payments, waivers, credits, and reimbursements for parks and facilities can be administered separately. This CFF reflects a recent adjustment by the City for inflation only.
- <sup>4</sup> Includes police, animal control, city hall, corporation yard, performing arts center, and wireless network facilities. Applies to the entire City. Wireless network costs are excluded from the Mossdale Landings developments CFF calculation. This CFF reflects a recent adjustment by the City for inflation only.
- <sup>5</sup> Surface Water Supply CFF for infill areas (East Lathrop) assumes customers will also pay SCSWSP facilities charge in monthly water bills. Surface Water Supply CFF for growth areas (Central Lathrop and parts of Mossdale Village that are outside the CFD) reflects the full cost of the surface water supply project. See the surface water section of this report for details and possible exclusions.
- <sup>6</sup> The Water System CFF for East Lathrop is a buy-in fee reflecting the value of existing water system assets. North Harlan fee reflects credit for North Harlan ID costs.
- <sup>7</sup> West/Central Lathrop Water System CFF is for well improvements and reflects the cost of future arsenic treatment and a share of standby well capacity. This Water System CFF reflects a recent adjustment by the City for inflation only.
- <sup>8</sup> The Mossdale Landings Water System CFF is for a water storage tank; this CFF was adjusted by the City recently for inflation only. The Water System CFF for SLSP is for water storage facility improvements only; the SLSP Water System CFF was determined in a separate CFF fee study adopted in 2018.
- <sup>9</sup> East Lathrop sewer collection system CFF is a buy-in fee reflecting value of existing sewer system assets. Existing ISU charge for Manteca WQCF treatment capacity is retained. All Sewer System CFFs, except for CLSP, were adjusted by the City for inflation only.
- <sup>10</sup> Mossdale Village Sewer System CFF reflects sewer collection and recycled water distribution costs within Mossdale Village. It is in addition to the recycled water outfall CFF.
- <sup>11</sup> Recycled water CFF applies to West/Central Lathrop and SLSP and is based on the estimated cost of a recycled water outfall to San Joaquin River. This fee was recently adjusted by the City for inflation only.
- <sup>12</sup> All Storm Drainage CFFs, except for SLSP, were recently adjusted by the City for inflation only; the SLSP Storm Drainage CFF was determined in a separate CFF fee study adopted in 2018.
- <sup>13</sup> Mossdale Village Storm Drainage CFF reflects the cost of a storm drainage outfall.
- <sup>14</sup> Local transportation CFF for East Lathrop was recently adjusted by the City for inflation only.
- <sup>15</sup> West Lathrop Specific Plan Regional Transportation Impact Fee was originally adopted in 1997. This CFF was recently adjusted by the City for inflation only.
- <sup>16</sup> West/Central Lathrop Transportation CFF reflects transportation project analysis and is net of estimated WLSP RTIF revenues. The CFFs for the Mossdale Village, CLSP, and the Stewart Tract reflect the updated cost for the Louise Avenue interchange. Due to the limitation for increasing Mossdale Landings CFFs, the Mossdale Landing CFF was adjusted by the City recently for inflation only.
- <sup>17</sup> County Facilities CFF was updated by San Joaquin County, effective April 2, 2018.
- <sup>18</sup> Environmental mitigation CFFs for Mossdale Village and Mossdale Landings include land and fencing costs for brush rabbit habitat.
- <sup>19</sup> The Levee impact fee became effective on 4/7/17; this fee was adjusted recently by the City for inflation only.

## **FEE ADJUSTMENTS**

The Capital Facilities Fees may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land uses, densities, or development plans. In addition to such adjustments, each year the CFF will be adjusted by the change in the ENR 20-City Construction Cost Index over the prior calendar year. This Fee Study adjusted facilities costs in this report based on the ENR 20-City CCI value for December 2018, which is 10,873. For inflating facilities costs that are in the City's 2005 CFF Fee Study, this Fee Study applied the ENR 20-City CCI values of 6,695 (July 2003) for costs that were established in 2003 and the ENR 20-City CCI value of 7,422 (July 2005) for costs that were established in 2005.

## ***I. INTRODUCTION***

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### **BACKGROUND**

The City of Lathrop is located in the Sacramento central valley, approximately 58 miles south of Sacramento and 80 miles east of San Francisco. When the City incorporated in 1989, its population was approximately 6,500; as of January 2017, the California Department of Finance estimates the City's population is 23,110.

In 1990 the City adopted its original Capital Facilities Fees program to fund growth in the City. In 1994 the City updated the CFF and included additional fees in the program. In subsequent years the City added other fees to the CFF program. For example, in 1997 it added the West Lathrop Specific Plan Regional Transportation Impact Fee, which was developed in coordination the San Joaquin Council of Governments and area developers. In 2003 a comprehensive effort was undertaken to update the CFF program to include new planning areas in the western part of the City and establish new fees for these areas. In 2005 the CFF program was again updated to include additional facilities and updated fee calculations. In subsequent years additional minor changes to the fee program were made. For example an agriculture fee was added in 2005. Also in 2005, the City adopted San Joaquin County's Regional Transportation Impact Fee. In 2007, the City added an offsite roadway improvement fee for the CLSP development. In April 2017 the City adopted the Interim Levee Impact Fee to fund the design and construction of the levee system improvements for Reclamation District 17. Lastly, in February 2018 the City adopted CFFs for the South Lathrop Specific Plan area.

### **FEES CALCULATED IN THIS CFF STUDY UPDATE**

Most of the City's Capital Facilities Fees shown in Table ES-1 were updated by the City based on the increase in ENR 20-City CCI from August 2016 to December 2017. The ENR 20-City CCI increased by 4.7%, from 10,385 to 10,873 over this period and the City applied this rate increase to its CFF program. The City is restricted through development agreements with certain developments that limit the annual increase of their CFFs to the rate of inflation, as determined by the ENR 20-City CCI. However, for this Fee Study the following fees have been updated:

- West/Central Lathrop Regional Transportation CFF - for Central Lathrop Specific Plan area (CLSP), Mossdale Village (not including the Mossdale Landing developments), and River Islands (Stewart Tract)
- Surface Water Supply CFF - for East Lathrop, South Lathrop Specific Plan (SLSP), CLSP, and Mossdale Village (not including the Mossdale Landing developments)
- Water System CFF - for East Lathrop (including North Harlan and Crossroads)

- Sewer/Recycled Water System CFF - for CLSP only

**MITIGATION FEE ACT (AB 1600)**

The Mitigation Fee Act, commonly known as Assembly Bill (AB) 1600, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee
2. Identify the use to which the fee will be put
3. Determine how there is a reasonable relationship between:
  - A. The fee’s use and the type of development project on which the fee is imposed
  - B. The need for the public facility and the type of development project on which the fee is imposed
  - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

The purpose of this Fee Study is to demonstrate that the fees calculated herein comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent chapters of this report.

**ORGANIZATION OF REPORT**

The remainder of this report has been organized into the following chapters:

Chapter 2	Identifies the major development projects in the City
Chapter 3	Provides an explanation of the fee methodology used to calculate the fees in the this Fee Study
Chapters 4-7	Provide details of the fee calculations for transportation, surface water supply, water system, and sewer/recycled water CFFs
Chapter 8	Presents changes to the capital improvement plan for facilities in the Culture and Leisure Facilities subcomponent fee
Chapter 9	Discusses the nexus findings for the CFFs
Chapter 10	Addresses implementation of the updates to the fee program, future fee adjustments, and administrative duties required by the fee law

## **2. DEVELOPMENT AREAS IN THE CITY**

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Lathrop has several major development areas throughout the City. Following is a brief description of those developments. At full build out these areas may produce approximately 18,000 residential units and over 16 million square feet of nonresidential building space.

### ***Mossdale Village***

Located west of I-5 interstate and east of the San Joaquin River, the Mossdale Village Planning Areas include Mossdale Landing, Mossdale Landing East, Mossdale Landing South, and the Silveria property. When fully developed these planning areas, totaling about 1,160 acres, will have approximately 3,000 residential units and 1,500,000 square feet of retail and service commercial building space. The Mossdale Landing developments are in the latter stages of development.

### ***River Islands***

River Islands is located west of the I-5 interstate and north of I-205 and partially abuts the Mossdale Village development. River Islands has nearly 5,000 acres and is planned for 11,000 homes and over 250 acres of commercial development. River Islands is in its early stage of development.

### ***Central Lathrop Specific Plan Area***

CLSP abuts the northern boundary of Mossdale Village and includes 1,521 acres that are planned for 5,100 to 6,800 residential units and approximately 5,000,000 square feet of retail and office space. CLSP is in the initial stage of development - some backbone infrastructure has been constructed but no building permits have been issued at this time.

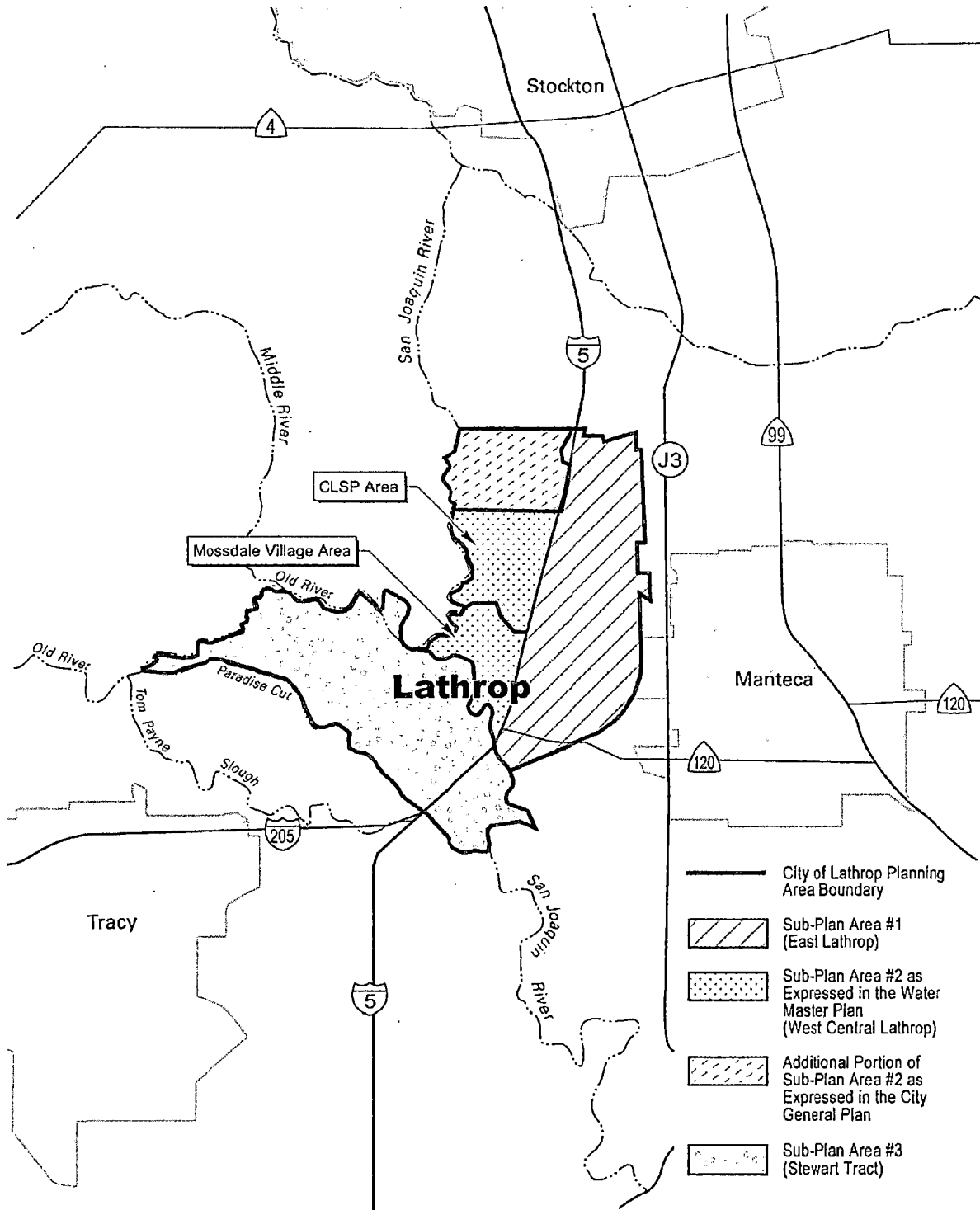
### ***South Lathrop Specific Plan***

SLSP is a commercial/industrial development totaling approximately 315 acres. The development is east of interstate I-5 and south of State Route 120. The majority of the acreage, about 246.4 acres, is planned for warehouse and light industrial and about 10 acres of retail. The maximum estimated building square footage for SLSP is 4,214,000.

### ***Lathrop Gateway Specific Plan***

LGSP is also a commercial/industrial development that abuts, and is east of, the South Lathrop Specific Plan area and is located to the east of interstate I-5 and north of State Route 120. LGSP is approximately 384 acres and is planned for commercial/industrial development. The maximum estimated building square footage for LGSP is 5,400,000.

**Exhibit 1 – Project Site Locations**





### **3. FEE METHODOLOGY**

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When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this Fee Study to allocate facilities costs to development and determine the fees in the fee program.

#### **FEE METHODOLOGY**

The plan-based fee methodology is used in this Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1** Identify existing facilities and estimate future demand for facilities at build out of the plan area
  
- Step 2** Determine facilities needed to serve anticipated growth in the plan area
  
- Step 3** Estimate the gross cost of facilities needed to serve the future development in the plan area

- Step 4** Subtract the gross cost of any facilities included in the facilities plan that will cure an existing deficiency in service or will serve other development areas
- Step 5** Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.
- Step 6** Select cost allocation factors (e.g., trips generated, gallons per day) that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factors to each of the land use categories based on their relative service demand or impact on each type of facility
- Step 7** Estimate the total impact from future development by multiplying the total number of units/acres/square feet for each respective land use by its cost allocation factor. Sum the total cost allocation factors for each land use category
- Step 8** Determine the percentage distribution of the cost allocation factors for each land use category by dividing the total of the cost allocation factors for each land use category by the total of all cost allocation factors for all land use categories
- Step 9** Multiply the percent distribution for each land use category, as determined in Step 8, by the total facilities cost to determine the portion of the facility cost that is allocated to each land use category
- Step 10** Divide the facilities cost that is allocated to each land use category, as determined in Step 9, by the number of units or per 1,000 square feet of building space, to determine the facilities fees

#### **4. WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION CFF**

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This section of the report identifies the facilities, costs, and the CFF rates required to fund the transportation facilities in the West/Central Lathrop Regional Transportation CFF program.

##### **BACKGROUND**

The West/Central Lathrop Regional Transportation (WCLRT) CFF was created in 2003 to supplement the existing WLSP Regional Transportation Impact Fee (RTIF). The RTIF was created in 1997 to mitigate the transportation impacts from developments in the West Lathrop Specific Plan area (WLSP). The WLSP area includes the Mossdale Village, CLSP, and River Islands developments. The WCLRT CFF provides a revenue source for funding transportation facilities that include specific transportation projects serving development areas west of the I-5 highway.

##### **FACILITIES AND COSTS**

Table 4-1 on the following page identifies the transportation facilities in the WCLRT CFF program and shows their costs in 2005 dollars and also in 2018 dollars - inflated based on the ENR 20-City CCI as of December 2017. City staff reviewed the inflated costs to determine if they were sufficient to fund the cost of constructing the projects in today's dollars. Staff identified the Louise/I-5 interchange, whose inflated cost was significantly lower than the project's current estimated construction cost. For example, the Louise/I-5 interchange project was estimated to cost \$11,564,000 in 2005; its current updated 2018 cost is \$16.9 million when inflated by the ENR 20-City CCI. However based on the City's estimate, the current cost to construct this facility is \$39,200,000. In order to fund this facility in the future, City staff determined that the cost of this interchange needs to be updated in the CFF program to \$39.2 million cost. As a result, the \$39.2 million cost is incorporated into the calculation of the proposed WCLRT CFF. Table 4-1 on the following page shows the total cost of the transportation facilities in the WCLRT CFF program in current 2018 dollars is \$281.5 million.

**Table 4-1 - Transportation Facilities and Costs**

No.	Route	Project Limits	Description	Project Cost	
				(2005 \$)	(2018 \$)
1	Arbor Avenue	Between Macathur Drive and Paradise Avenue	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$9,138,000	\$13,387,000
2	Golden Valley Parkway	Between Paradise Avenue and Paradise Cut	Construct a 4-lane roadway with left turn lanes at all intersections and driveways includes Paradise Cut bridge	\$30,203,000	\$44,246,000
3	Golden Valley Parkway	Between Paradise cut and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge.	\$20,745,000	\$30,391,000
4	Golden Valley Parkway	Between San Joaquin River and River Edge Avenue	Construct a 4-lane divided arterial.	\$2,754,000	\$4,035,000
5	Golden Valley Parkway	Between River Edge Avenue and River Island Parkway.	Construct a 6-lane divided arterial.	\$5,627,000	\$8,243,000
6	Golden Valley Parkway	Between River Island Parkway and Lathrop Road	Construct a 6-lane divided arterial.	\$6,046,000	\$8,857,000
7	Golden Valley Parkway	Btw. Lathrop Road and Central Lathrop Specific Plan north border	Construct a 4/6 divided arterial.	\$4,740,000	\$6,944,000
8	Golden Valley Parkway / Manthey Road	Between Central Lathrop Specific Plan north border and Roth Road.	Construct a improved 2-lane arterial.	\$1,430,000	\$2,095,000
9	Roth Road Interchange Improvements	Roth Road Interchange	Signalize and improve ramp intersections, include 4 lanes in interchange area.	\$752,000	\$1,102,000
10	Lathrop Road Interchange Improvements	Lathrop Road Interchange	Signalize and improve ramp intersections, include 8 lanes in interchange area.	\$25,370,000	\$37,166,000
11	Lathrop Road	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$958,000	\$1,403,000
12	Louise Avenue Interchange Improvements	Louise Avenue Interchange	Construct 8 lanes in interchange area, expand ramps, upgrade signals as required.	\$11,564,000	\$39,200,000
13	River Island Parkway	Between Golden Valley Parkway and I-5	Construct a 6-lane divided arterial.	\$758,000	\$1,110,000
14	River Island Parkway	Between Golden Valley Parkway and McKee Avenue	Construct a 6-lane divided arterial.	\$1,517,000	\$2,222,000
15	River Island Parkway	Between McKee Avenue and San Joaquin River	Construct a 4-lane divided arterial. Includes San Joaquin River Bridge.	\$9,958,000	\$14,588,000
A	River Island Parkway	Between San Joaquin River and Broad Street	Construct a 4-lane divided arterial.	\$1,590,000	\$2,329,000
B	Broad Street	Between River Island Parkway and South River Island Parkway	Construct a 4-lane divided arterial.	\$2,435,000	\$3,567,000
C	S. River Island Parkway	Between Broad Street and Golden Valley Parkway.	Construct a 4-lane divided arterial.	\$2,357,000	\$3,453,000
D	Broad Street	Between River South Island Parkway and Golden Valley Parkway.	Construct a 4-lane divided arterial.	\$1,831,000	\$2,682,000
16	Paradise Avenue Interchange Improvements	Paradise Avenue Interchange	Construct new diagonal ramps, signalize ramp intersections, add left turn lanes on all approaches to new signalized intersections, maintain 2-lane overpass.	\$20,800,000	\$30,471,000
17	Paradise Avenue	Between I-205 and Golden Valley Parkway	Widen roadway to 4 lanes with left turn at all intersections and driveways	\$985,000	\$1,443,000
19	Macarthur Drive Interchange Improvements	Macarthur Drive Interchange	Construct interchange improvements	\$11,032,000	\$16,162,000
20	Macarthur Drive	Between I-205 and Arbor Avenue	Widen Roadway to 4 lanes.	\$1,369,000	\$2,006,000
21	Arbor Avenue and Macarthur Drive	Traffic Signal	Construct new traffic signals.	\$472,000	\$691,000
22	Golden Valley Parkway and Paradise Avenue	Traffic Signal	Construct new traffic signals.	\$472,000	\$691,000
23	Golden Valley Parkway and River Island Parkway	Traffic Signal	Construct new traffic signals.	\$472,000	\$691,000
24	Golden Valley Parkway and Lathrop Road	Traffic Signal	Construct new traffic signals.	\$472,000	\$691,000
25	River Island Parkway and Broad Street	Traffic Signal	Construct new traffic signals.	\$277,000	\$406,000
26	S. River Island Parkway and Broad Street	Traffic Signal	Construct new traffic signals.	\$277,000	\$406,000
27	Golden Valley Parkway and Broad Street	Traffic Signal	Construct new traffic signals.	\$277,000	\$406,000
28	Golden Valley Parkway and S. River Island Parkway	Traffic Signal	Construct new traffic signals.	\$277,000	\$406,000
<b>Total</b>				<b>\$176,955,000</b>	<b>\$281,490,000</b>

Table 4-2 shows the updated total cost of the transportation facilities in the WCLSP CFF program is \$281.5 million. An estimated \$96.2 million in fee revenue is expected to be collected through the WCLSP RTIF program for seven transportation projects that are in both of these transportation fee programs. This amount will be used to reduce the total cost of the transportation projects to be funded through WCLSP CFF and would leave a net cost of \$185.3 million to be allocated to developments in the City through the WCLSP CFF program.

The cost allocation percentages shown in Table 4-2 are based on a traffic model analysis conducted by TJKM in 2003 and were applied in the WCLSP CFF calculation in the 2005 Fee Study. Costs are allocated based on trip generation from the following five zones:

1. Area A = Central Lathrop Specific Plan area
2. Area B = Mossdale Village
3. Area C = River Islands
4. Area D = East Lathrop
5. Area E = Areas outside the City

Based on the trip generation allocation, the CLSP area is allocated approximately \$34.9 million of the transportation project costs, or about 19% of the total \$185.3 million cost; Mossdale Village is allocated \$20.2 million, or about 11% of the total cost; and River Islands is allocated \$59.9 million, or about 32% of the total cost. The remaining 38% of the cost, approximately \$70.3 million, is allocated to East Lathrop and areas outside of the City and therefore this portion of the total cost cannot be collected and will need to be funded through other sources.

**Table 4-2 - Transportation Facilities Cost Allocation**

No.	Project Cost (2018 \$)	Less: '97 RTIF (2018 \$)	Net Project Cost (2018 \$)	Contribution to Projects by Area <sup>1</sup>						Net Project Cost by Area			
				A	B	C	D	E	Total	A	B	C	Total
1	\$13,387,000	\$0	\$13,387,000	11.1%	7.1%	48.5%	2.0%	31.3%	100%	\$1,487,444	\$946,555	\$6,490,666	\$8,924,665
2	\$44,246,000	(\$27,688,000)	\$16,558,000	14.0%	2.0%	45.0%	18.0%	21.0%	100%	\$2,318,120	\$331,160	\$7,451,099	\$10,100,379
3	\$30,391,000	(\$19,018,000)	\$11,373,000	19.1%	17.3%	48.2%	4.5%	10.9%	100%	\$2,171,210	\$1,964,427	\$5,479,719	\$9,615,355
4	\$4,035,000	(\$2,525,000)	\$1,510,000	13.1%	21.2%	59.1%	5.8%	0.7%	100%	\$198,394	\$319,635	\$892,773	\$1,410,802
5	\$8,243,000	(\$5,158,000)	\$3,085,000	19.4%	19.4%	50.7%	9.0%	1.5%	100%	\$598,582	\$598,582	\$1,565,522	\$2,762,687
6	\$8,857,000	(\$5,543,000)	\$3,314,000	49.1%	20.9%	20.2%	7.4%	2.5%	100%	\$1,626,503	\$691,263	\$670,933	\$2,988,699
7	\$6,944,000	\$0	\$6,944,000	69.9%	8.1%	7.4%	14.0%	0.7%	100%	\$4,850,587	\$561,647	\$510,587	\$5,922,821
8	\$2,095,000	\$0	\$2,095,000	68.9%	0.9%	1.9%	25.5%	2.8%	100%	\$1,442,782	\$19,763	\$39,529	\$1,502,074
9	\$1,102,000	\$0	\$1,102,000	16.6%	4.1%	5.5%	23.0%	50.9%	100%	\$183,152	\$45,513	\$60,059	\$288,724
10	\$37,166,000	(\$5,795,000)	\$31,371,000	30.9%	5.3%	6.8%	32.9%	24.1%	100%	\$9,696,776	\$1,646,978	\$2,133,227	\$13,476,981
11	\$1,403,000	\$0	\$1,403,000	59.9%	4.4%	5.8%	27.7%	2.2%	100%	\$839,751	\$61,445	\$81,928	\$983,124
12	\$39,200,000	\$0	\$39,200,000	6.2%	16.7%	25.6%	18.7%	32.7%	100%	\$2,446,081	\$6,558,159	\$10,023,441	\$19,027,681
13	\$1,110,000	\$0	\$1,110,000	9.8%	27.0%	40.2%	18.0%	4.9%	100%	\$109,180	\$300,246	\$445,820	\$855,246
14	\$2,222,000	\$0	\$2,222,000	17.9%	17.9%	47.1%	11.4%	5.7%	100%	\$396,786	\$396,786	\$1,047,514	\$1,841,086
15	\$14,588,000	\$0	\$14,588,000	18.4%	12.9%	55.8%	7.5%	5.4%	100%	\$2,679,428	\$1,885,523	\$8,137,524	\$12,702,475
A	\$2,329,000	\$0	\$2,329,000	18.9%	12.8%	55.4%	7.4%	5.4%	100%	\$440,647	\$299,044	\$1,290,499	\$2,030,189
B	\$3,567,000	\$0	\$3,567,000	12.4%	15.7%	59.5%	4.1%	8.3%	100%	\$442,308	\$560,019	\$2,122,722	\$3,125,049
C	\$3,453,000	\$0	\$3,453,000	3.0%	34.8%	59.8%	1.8%	0.6%	100%	\$105,275	\$1,200,128	\$2,063,378	\$3,368,780
D	\$2,682,000	\$0	\$2,682,000	10.9%	9.1%	63.6%	3.6%	12.7%	100%	\$292,606	\$244,062	\$1,706,556	\$2,243,224
16	\$30,471,000	(\$30,471,000)	\$0	5.7%	6.1%	47.9%	2.6%	37.7%	100%	\$0	\$0	\$0	\$0
17	\$1,443,000	\$0	\$1,443,000	7.0%	7.0%	62.0%	1.0%	23.0%	100%	\$101,010	\$101,010	\$894,660	\$1,096,680
19	\$16,162,000	\$0	\$16,162,000	8.5%	4.4%	24.2%	2.9%	60.1%	100%	\$1,375,386	\$704,663	\$3,909,588	\$5,989,637
20	\$2,006,000	\$0	\$2,006,000	10.0%	7.0%	43.0%	2.0%	38.0%	100%	\$200,600	\$140,420	\$862,580	\$1,203,600
21	\$691,000	\$0	\$691,000	9.5%	6.4%	40.8%	2.1%	41.3%	100%	\$65,714	\$43,879	\$281,997	\$391,589
22	\$691,000	\$0	\$691,000	9.4%	8.2%	61.1%	1.4%	19.9%	100%	\$65,023	\$56,593	\$421,856	\$543,472
23	\$691,000	\$0	\$691,000	24.0%	26.7%	33.1%	12.3%	4.0%	100%	\$165,840	\$184,152	\$228,652	\$578,644
24	\$691,000	\$0	\$691,000	62.5%	8.7%	8.8%	18.3%	1.6%	100%	\$432,152	\$60,325	\$60,877	\$553,353
25	\$406,000	\$0	\$406,000	17.1%	12.4%	61.1%	6.4%	3.0%	100%	\$69,548	\$50,385	\$247,903	\$367,836
26	\$406,000	\$0	\$406,000	8.8%	14.7%	64.4%	3.2%	8.9%	100%	\$35,526	\$59,804	\$261,545	\$356,874
27	\$406,000	\$0	\$406,000	8.7%	15.0%	64.6%	5.7%	6.2%	100%	\$35,159	\$60,778	\$262,074	\$358,011
28	\$406,000	\$0	\$406,000	7.2%	22.3%	63.3%	6.2%	1.0%	100%	\$29,273	\$90,416	\$257,079	\$376,768
<b>Total</b>	<b>\$281,490,000</b>	<b>(\$96,198,000)</b>	<b>\$185,292,000</b>							<b>\$34,900,842</b>	<b>\$20,183,359</b>	<b>\$59,902,306</b>	<b>\$114,986,507</b>

<sup>1</sup> Area A = CLSP  
Area B = Mosssdale Village  
Area C = Stewart Tract/River Islands  
Area D = East Lathrop  
Area E = Areas outside the City

## COST ALLOCATION

The costs allocated to CLSP, Mossdale Village, and River Islands are further allocated to the development planned in each of these three areas. This cost allocation methodology used in this Fee Study is the same that was used in the 2005 Fee Study. Development estimates for each of the three project areas are multiplied by the adjusted PM peak hour trip rates to determine total trip volume. PM Peak hour trips are adjusted by reducing the trip totals for Retail and Office development by 60% and 20%, respectively, to account for pass-by and diverted trips that are linked to other trips. Reducing these trip totals ensures that trip generation estimates on the roadways is not overestimated. Based on adjusted PM Peak Hour trip volume, an allocation of the total cost is calculated for each land use category. The cost per unit was calculated by dividing the total units into the total allocated cost for each land use category. Tables 4-3 to 4-5 show the cost per unit or per 1,000 square feet for each project area. The cost per unit or per 1,000 building square feet is also the WCLSP CFF rate for each land use category.

**Table 4-3**  
**CLSP - Cost Allocation**

Land Use	Units / Bldg SF	Adjusted PM Peak Hour Trip Rate	Adjusted PM Peak Hour Trip Volume	Percent Allocation	Total Costs	Cost per Unit / Bldg SF
<b>Area A - CLSP Cost</b>	<b>\$ 34,900,842</b>					
<i>Dwelling</i>						
<i>Residential</i>	<i>Units</i>	<i>per Unit</i>				<i>per Unit</i>
Single Family	5,966	1.01	6,026	58.33%	\$20,357,417	<b>\$3,412</b>
Multi-Family	488	0.62	303	2.93%	\$1,023,614	<b>\$2,098</b>
Subtotal - Residential	6,454		6,329	61.26%	\$21,381,031	
<i>Non-Residential</i>						
	<i>Bldg SF</i>	<i>per 1,000 SF</i>				<i>Per 1,000 SF</i>
Service/Office Commercial	2,922,903	0.94	2,748	26.60%	\$9,283,469	<b>\$3,176</b>
Retail Commercial	974,301	1.29	1,254	12.14%	\$4,236,343	<b>\$4,348</b>
Subtotal - Non-Residential	3,897,204		4,002	38.74%	\$13,519,811	
<b>Total</b>			<b>10,331</b>	<b>100.00%</b>	<b>\$34,900,842</b>	

**Table 4-4**  
**Mossdale Village - Cost Allocation**

Land Use <sup>1</sup>	Units / Bldg SF	Adjusted PM Peak Hour Trip Rate	Adjusted PM Peak Hour Trip Volume	Percent Allocation	Total Costs	Cost per Unit / Bldg SF
<b>Area B - MV Cost</b>	<b>\$ 20,183,359</b>					
<i>Dwelling</i>						
<i>Residential</i>	<i>Units</i>	<i>per Unit</i>				<i>per Unit</i>
Single Family	3,605	1.01	3,641	62.04%	\$12,521,317	<b>\$3,473</b>
Multi-Family	122	0.62	76	1.29%	\$261,362	<b>\$2,142</b>
Subtotal - Residential	3,727		3,717	63.33%	\$12,782,680	
<i>Non-Residential</i>						
	<i>Bldg SF</i>	<i>per 1,000 SF</i>				<i>Per 1,000 SF</i>
Service/Office Commercial	344,396	1.45	499	8.50%	\$1,716,050	<b>\$4,983</b>
Retail Commercial	1,033,189	1.60	1,653	28.16%	\$5,684,630	<b>\$5,502</b>
Subtotal - Non-Residential	1,377,585		2,152	36.67%	\$7,400,680	
<b>Total</b>			<b>5,869</b>	<b>100.00%</b>	<b>\$20,183,359</b>	

**Table 4-5**  
**River Islands - Cost Allocation**

Land Use	Units / Bldg SF	Adjusted PM Peak Hour Trip Rate	Adjusted PM Peak Hour Trip Volume	Percent Allocation	Total Costs	Cost per Unit / Bldg SF
<b>Area C - RI Cost</b>	<b>\$59,902,306</b>					
<i>Dwelling</i>						
<i>Residential</i>	<i>Units</i>	<i>per Unit</i>				<i>per Unit</i>
Single Family	9,371	1.01	9,465	62.54%	\$37,463,680	<b>\$3,998</b>
Multi-Family	1,629	0.62	1,010	6.67%	\$3,997,709	<b>\$2,454</b>
Subtotal - Residential	11,000		10,475	69.22%	\$41,461,389	
<i>Non-Residential</i>						
	<i>Bldg SF</i>	<i>per 1,000 SF</i>				<i>Per 1,000 SF</i>
Service/Office Commercial	4,267,000	0.93	3,954	26.13%	\$15,650,437	<b>\$3,668</b>
Retail Commercial	420,000	1.68	705	4.66%	\$2,790,480	<b>\$6,644</b>
Subtotal - Non-Residential	4,687,000		4,659	30.78%	\$18,440,917	
<b>Total</b>			<b>15,134</b>	<b>100.00%</b>	<b>\$59,902,306</b>	



**WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION FEE**

Table 4-6 shows the proposed WCLRT CFF for the four project areas. It should be noted that the CFF for Mossdale Village does not apply to Mossdale Landing developments since their development agreements limit CFF increases to annual ENR 20-City CCI inflation adjustments.

**Table 4-6  
West/Central Lathrop Regional Transportation CFF**

<b>Land Use</b>	<b>Mossdale Village (no DA) <sup>1</sup></b>	<b>Mossdale Landings (with DA) <sup>2</sup></b>	<b>Central Lathrop</b>	<b>River Islands</b>
<u>Residential</u>				
Single Family	\$3,473 per Unit	\$2,624 per Unit	\$3,412 per Unit	\$3,998 per Unit
Multi-Family	\$2,142 per Unit	\$1,613 per Unit	\$2,098 per Unit	\$2,454 per Unit
<u>Non-Residential</u>				
Service/Office Commercial	\$4,983 per 1,000 sf	\$3,769 per 1,000 sf	\$3,176 per 1,000 sf	\$3,668 per 1,000 sf
Retail Commercial	\$5,502 per 1,000 sf	\$4,159 per 1,000 sf	\$4,348 per 1,000 sf	\$6,644 per 1,000 sf

<sup>1</sup> CFF applies to new development within Mossdale Village, excluding the Mossdale Landings.

<sup>2</sup> Mossdale Landings CFF is adjusted by the City for inflation only.

## **5. SURFACE WATER SUPPLY CFF**

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This section of the report discusses the proposed surface water supply capital facilities, costs, and the Surface Water Supply CFF rates required to fund a these facilities.

### **SURFACE WATER SUPPLY CAPITAL FACILITIES**

In 1995 the City entered into a water supply development agreement with the South San Joaquin Irrigation District (SSJID) to purchase treated surface water through the South County Surface Water Supply Project (SCSWSP). The City's groundwater supplies were limited and surface water would be required to meet future demand from new development planned in the City. In 2005 the SCSWSP became operational and began supplying water to the City. SCSWSP facilities include water treatment plant improvements, pipelines, pump stations, and storage reservoir improvements. The City of Lathrop's share of the total \$148.3 million Phase 1 cost is estimated to be approximately \$43.7 million.

Phase 1 of the water project will supply the City with 7.15 million gallons per day (MGD) of treated water and Phase 2 would increase the total to 10.52 MGD. Of the Phase 1 total, 3.08 MGD was allocated to the River Islands development; 1.34 MGD was allocated to existing City ratepayers; 0.69 MGD was allocated to the Mossdale Village development; 1.91 MGD was allocated to CLSP; and 0.13 MGD was allocated to other future development areas. In 2013 the City sold 1.0 MGD of its surface water supply capacity to the City of Tracy and as a result, CLSP's Phase 1 surface water supply allocation was reduced to 0.91 MGD.

### **SCSWSP FINANCING**

In 2003 the City issued \$32,530,000 revenues bonds ("2003 Bonds") to fund a portion of the construction cost of Phase 1 of the SCSWSP. Debt service was to be paid by existing ratepayers and new developments that receive a share of the surface water allocation. Existing ratepayers were to pay their fair share of the debt service through their monthly water bills. River Islands and Mossdale Landing funded their respective shares of the bond debt service through separate community facilities districts. CLSP was to fund its share of the debt service through payments prescribed in their development agreement. The share of the debt service for each development area was based on the proportionate share of the surface water that was allocated to each. Mossdale Village's debt service allocation also reflected the cost of a new well that benefits the Mossdale development.

In 2013 the 2003 Bonds were refunded. The existing ratepayers' and CLSP's shares of the 2003 remaining bond principal were refunded through the 2013 Subordinate Water Revenue Refunding Bonds ("2013 Bonds"). Mossdale Village's share of the 2003 Bonds was refunded through a separate refunding bond issue - the Lathrop Financing Authority Revenue Bonds 2013 Series A. In June 2017 the City refunded the 2013 Bonds through the 2017 Loan Agreement ("2017 Loan"), which is a private bank loan.

#### **FULL COST AND BUY-IN CFF CALCULATIONS**

The 2005 Fee Study identifies two approaches for calculating the Surface Water Supply CFF. The full cost approach is based on calculating the present value of all bond debt service payments. This approach is applied to new development areas, such as CLSP, and will allow new development to pay the full cost of its fair share of the surface water supply project. As a result, no additional facility charges will be included on new development's monthly water bill. The full cost method calculates the Surface Water Supply CFF by taking the sum of the present value of all debt service payments assigned to a development area. For the CLSP development, this means summing the present values of its debt service obligations in past and future years for the 2003 Bonds and 2013 Bonds and the 2017 Loan.

The second approach to calculate the Surface Water Supply CFF is the Buy-In approach. The Buy-In approach is appropriate for infill development in established development areas such as East Lathrop. The City determined that existing water service customers will pay for their surface water supply capacity through a SCSWSP facilities charge included on their monthly water bills. New infill development will also be subject to this SCSWSP facilities charge once they connect to the water system. However, new infill development must also buy-in to the CFF program so that it pays its share of past debt service costs that have been paid by existing customers. Doing this will put new infill development on par with existing customers in terms of funding their full share of the cost of facilities. The buy-in surface water supply CFF is calculated based on historical debt services costs that are inflated to present value dollars.

#### **CLSP SURFACE WATER SUPPLY CFF CALCULATION**

Table 5-1 shows the full cost calculation of the updated Surface Water Supply CFF for the CLSP. Past debt service allocations for CLSP for the 2003 Bonds and 2013 Bonds are calculated to a present value for fiscal year 2017-18 based on the past historic California Pooled Money Investment Account ("PMIA") interest rates. Future debt service for the 2017 Loan are discounted to a present value for FY 2017-18 using on the annualized May 2017 PMIA interest

rate of 0.925%. The present value of past and future debt service payments allocated to CLSP equals \$12.2 million. Dividing this total amount by the 0.91 MGD surface water supply allocation for CLSP generates a cost of \$13.36 per gallon of water. Multiplying the cost per gallon by the average water demand per day for a single family residential unit (SFR) equals the Surface Water Supply CFF per SFR or per equivalent dwelling unit (EDU).

The 2005 Fee Study stated that based on data from the Nolte Master Plan, the average residential unit water usage within the City was 320 GPD. This Fee Study uses the updated water usage factor of 430 GPD for a SFR unit or per EDU, based on the City's Integrated Water Resources Master Plan, dated January 2018. The City expects that development in CLSP will only use surface water for Phase 1 development and therefore the full 430 GPD per EDU is applied in the CFF calculation and not a factor of 290 GPD, which would assume 67.4% of water usage will come from surface water and 32.6% will be from ground water sources.

Based on the 430 GPD water usage factor and the aforementioned debt service schedule, the Surface Water Supply CFF is \$5,744 per SFR unit, which equals 1.0 EDU and is equal to the water demand supplied by a 5/8 inch water meter. Since this is a full cost fee calculation, CLSP development will not have a SCSWSP facilities charge on their monthly water bill.

Table 5-1 on the following page shows that based on an average water usage rate of 430 GPD and a total water allotment of 910,000 GPD, an estimated 2,116 EDUs of surface water will be available for future development in CLSP. A schedule of Surface Water Supply CFFs by water meter size is presented in Table 5-1.

Table 5-1 also presents an annual schedule of future Surface Water Supply CFFs, however, since PMIA interest rates will change in future years, the present values of the debt service will change as well and these fees will therefore need to be adjusted based on the actual interest rates.

**Table 5-1 Surface Water Supply CFF - CLSP**

Fiscal Year	2003 and 2013	CLSP Portion -		Total CLSP Portion of Debt Service	Present Value of CLSP CLSP Portion of Debt Serv. <sup>4,5</sup>	Surface Water Supply CFF for CLSP (\$/EDU) <sup>6</sup>
	and 2017 Bonds/Loan Debt Service for Water Users <sup>1</sup>	Water Supply Bonds and Loan Debt Service <sup>2</sup>	Debt Service Obligation Met with \$4M Prepay <sup>3</sup>			
2006-07	\$1,098,173	\$489,871	(\$108,156)	\$381,715	\$451,393	
2007-08	\$1,180,023	\$526,383	(\$94,305)	\$432,077	\$488,651	
2008-09	\$1,298,023	\$579,020	(\$94,305)	\$484,714	\$520,847	
2009-10	\$1,294,973	\$577,659	(\$94,305)	\$483,354	\$503,905	
2010-11	\$1,295,403	\$577,851	(\$94,305)	\$483,546	\$496,508	
2011-12	\$1,294,803	\$577,583	(\$94,305)	\$483,278	\$493,470	
2012-13	\$1,293,143	\$576,843	(\$94,305)	\$482,538	\$490,687	
2013-14	\$1,098,868	\$566,688	\$0	\$566,688	\$574,175	
2014-15	\$1,102,803	\$573,528	\$0	\$573,528	\$579,685	
2015-16	\$750,215	\$389,340	\$0	\$389,340	\$392,624	
2016-17	\$750,215	\$398,520	\$0	\$398,520	\$400,720	
2017-18	\$947,461	\$480,449	\$0	\$480,449	\$480,449	\$5,744
2018-19	\$947,461	\$480,449	\$0	\$480,449	\$476,045	\$5,797
2019-20	\$947,461	\$480,449	\$0	\$480,449	\$471,682	\$5,851
2020-21	\$947,461	\$480,449	\$0	\$480,449	\$467,359	\$5,905
2021-22	\$947,461	\$480,449	\$0	\$480,449	\$463,076	\$5,959
2022-23	\$947,461	\$480,449	\$0	\$480,449	\$458,832	\$6,015
2023-24	\$947,461	\$480,449	\$0	\$480,449	\$454,626	\$6,070
2024-25	\$947,461	\$480,449	\$0	\$480,449	\$450,459	\$6,126
2025-26	\$947,461	\$480,449	\$0	\$480,449	\$446,331	\$6,183
2026-27	\$947,461	\$480,449	\$0	\$480,449	\$442,240	\$6,240
2027-28	\$947,461	\$480,449	\$0	\$480,449	\$438,187	\$6,298
2028-29	\$947,461	\$480,449	\$0	\$480,449	\$434,171	\$6,356
2029-30	\$947,461	\$480,449	\$0	\$480,449	\$430,192	\$6,415
2030-31	\$947,461	\$480,449	\$0	\$480,449	\$426,249	\$6,474
2031-32	\$947,461	\$480,449	\$0	\$480,449	\$422,342	\$6,534
<b>Totals</b>	<b>\$26,668,553</b>	<b>\$13,040,017</b>	<b>(\$673,989)</b>	<b>\$12,366,029</b>	<b>\$12,154,906</b>	
<b>Phase I SCSWSP Capacity for CLSP <sup>7</sup></b>						0.91 mgd
<b>Present Value Cost of Surface Water Supply Capacity for CLSP</b>						\$13.36 /gpd
<b>Demand Met by Surface Water per EDU <sup>8</sup></b>						430 gpd
<b>Potential Development Served by this Capacity</b>						2116 EDUs
<b>Present Value Cost of Water Supply Capacity Per EDU</b>						<b>\$5,744 /EDU</b>
<b>Proposed CLSP Surface Water Supply CFF for Growth Areas FY 2017-18 <sup>9</sup></b>						
	<b>5/8" Meter</b>	<b>\$5,744</b>	<b>3" Meter</b>	<b>\$86,160</b>		
	<b>3/4" Meter</b>	<b>\$8,616</b>	<b>4" Meter</b>	<b>\$143,600</b>		
	<b>1" Meter</b>	<b>\$14,360</b>	<b>6" Meter</b>	<b>\$287,200</b>		
	<b>1 1/2" Meter</b>	<b>\$28,720</b>	<b>8" Meter</b>	<b>\$459,520</b>		
	<b>2" Meter</b>	<b>\$45,952</b>	<b>10" Meter</b>	<b>\$832,880</b>		

<sup>1</sup> Debt service schedule (net) from 2006-07 to 2012-13 is for the \$17,595,000 future development portion of the 2003 bonds; debt service schedule from FY 2013-14 to FY 2016-17 is based on CLSP's portion of the 2013 Subordinate Water Revenue Refunding Bonds; and from FY 2017-18 on, the debt service schedule is based on CLSP's portion of the 2017 Loan Agreement.

<sup>2</sup> CLSP has been assigned 0.91 mgd of the original 2.04 mgd capacity reserved for future users.

<sup>3</sup> As required by Section 7.05.02.02(c)(1) of CLSP Development Agreement. See "Prior Bond Debt Service" prepared by Kelling Northcross & Nobriga (Finance 5.015 lathrop:CLSP-03BDESC,SER2006 Page 3).

<sup>4</sup> Past debt service costs are present-valued based on prior years' Calif. Pooled Money Investment Account (PMIA) rate for month of May.

<sup>5</sup> Future debt service costs are discounted at 0.925% per year, which is the 2017 May PMIA rate.

<sup>6</sup> Surface water supply CFF for CLSP is based on present value of net debt service allocated to CLSP. Customers paying this fee would NOT pay the SCSWSP facilities charge on their monthly water bill. Fees could be adjusted annually as shown in this table or based on actual PMIA rates or inflation in future years.

<sup>7</sup> Includes 0.91 mgd (Central Lathrop) ONLY.

<sup>8</sup> Based on average single family demand of 430 gpd being entirely met with surface water supplies.

<sup>9</sup> A 5/8" meter provides capacity to serve 1.0 EDU. Fees for other meter sizes reflect relative capacity of each meter size.

## **FUTURE DEVELOPMENT SURFACE WATER SUPPLY CFF CALCULATION**

Approximately 0.13 MGD of surface water capacity will be utilized by future development in the City's growth areas. Table 5-2 shows the calculation of the updated Surface Water Supply CFF for this future development allocation. Past debt service allocations for the 2003 Bonds and 2013 Bonds are calculated to a present value for fiscal year 2017-18 based on the past historic PMIA interest rates. Future debt service for the 2017 Loan are discounted to a present value for FY 2017-18 using on the annualized May 2017 PMIA interest rate of 0.925%. The present value of past and future debt service payments allocated to future development equals \$1.9 million. Dividing this total amount by the 0.13 MGD surface water supply generates a cost of \$14.64 per gallon of water. Multiplying the cost per gallon by the average water demand per day for a single family residential unit equals the Surface Water Supply CFF per SFR or per EDU.

The City expects future development will have ground water supply available for use and therefore a surface water usage factor of 290 GPD per EDU is applied in the CFF calculation. The 290 GPD factor is 67.4% of the 430 GPD factor; the remaining 32.6% of water demand will come from ground water sources.

Based on the 290 GPD water usage factor and present value of the debt service allocated to future development, the Surface Water Supply CFF is equal to \$4,242 per SFR unit, or per 5/8 inch water meter. Since this is a full cost fee calculation, future development will not have a SCSWSP facilities charge on their monthly water bill.

Table 5-2 on the following page shows that based on an average water usage rate of 290 GPD and a total water allotment of 130,000 GPD, an estimated 449 EDUs of surface water will be available for future development. A schedule of Surface Water Supply CFFs by water meter size is also presented in Table 5-2.

Table 5-2 presents an annual schedule of future Surface Water Supply CFFs, however, since PMIA interest rates will change in future years, the present values of the debt service will change as well and these fees will therefore need to be adjusted based on the actual interest rates.

**Table 5-2 Surface Water Supply CFF - Future Development**

Fiscal Year	2003 and 2013 and 2017	Future Dev. Portion -	Debt Service Obligation Met with \$4M Prepay	Total Future Dev. Portion of Debt Service	Present Value of Future Dev. Portion of Debt Service. <sup>3,4</sup>	Surface Water Supply CFF for Future Development (\$/EDU) <sup>5</sup>
	Bonds/Loan Debt Service for Water Users <sup>1</sup>	Water Supply Bonds and Loan Debt Service <sup>2</sup>				
2006-07	\$1,098,173	\$69,982	\$0	\$69,982	\$82,756	
2007-08	\$1,180,023	\$75,198	\$0	\$75,198	\$85,044	
2008-09	\$1,298,023	\$82,717	\$0	\$82,717	\$88,883	
2009-10	\$1,294,973	\$82,523	\$0	\$82,523	\$86,031	
2010-11	\$1,295,403	\$82,550	\$0	\$82,550	\$84,763	
2011-12	\$1,294,803	\$82,512	\$0	\$82,512	\$84,252	
2012-13	\$1,293,143	\$82,406	\$0	\$82,406	\$83,798	
2013-14	\$1,098,868	\$83,179	\$0	\$83,179	\$84,278	
2014-15	\$1,102,803	\$82,725	\$0	\$82,725	\$83,613	
2015-16	\$750,215	\$56,404	\$0	\$56,404	\$56,880	
2016-17	\$750,215	\$54,969	\$0	\$54,969	\$55,273	
2017-18	\$947,461	\$72,993	\$0	\$72,993	\$72,993	\$4,242
2018-19	\$947,461	\$72,993	\$0	\$72,993	\$72,324	\$4,281
2019-20	\$947,461	\$72,993	\$0	\$72,993	\$71,661	\$4,321
2020-21	\$947,461	\$72,993	\$0	\$72,993	\$71,005	\$4,361
2021-22	\$947,461	\$72,993	\$0	\$72,993	\$70,354	\$4,401
2022-23	\$947,461	\$72,993	\$0	\$72,993	\$69,709	\$4,442
2023-24	\$947,461	\$72,993	\$0	\$72,993	\$69,070	\$4,483
2024-25	\$947,461	\$72,993	\$0	\$72,993	\$68,437	\$4,524
2025-26	\$947,461	\$72,993	\$0	\$72,993	\$67,810	\$4,566
2026-27	\$947,461	\$72,993	\$0	\$72,993	\$67,188	\$4,608
2027-28	\$947,461	\$72,993	\$0	\$72,993	\$66,573	\$4,651
2028-29	\$947,461	\$72,993	\$0	\$72,993	\$65,962	\$4,694
2029-30	\$947,461	\$72,993	\$0	\$72,993	\$65,358	\$4,738
2030-31	\$947,461	\$72,993	\$0	\$72,993	\$64,759	\$4,781
2031-32	\$947,461	\$72,993	\$0	\$72,993	\$64,165	\$4,826
<b>Totals</b>	<b>\$26,668,553</b>	<b>\$1,930,064</b>	<b>\$0</b>	<b>\$1,930,064</b>	<b>\$1,902,940</b>	
<b>Phase I SCSWSP Capacity for Future Development <sup>6</sup></b>						0.13 mgd
<b>Present Value Cost of Surface Water Supply Capacity for Future Dev.</b>						\$14.64 /gpd
<b>Demand Met by Surface Water per EDU <sup>7</sup></b>						290 gpd
<b>Potential Development Served by this Capacity</b>						449 EDUs
<b>Present Value Cost of Water Supply Capacity Per EDU</b>						\$4,242 /EDU
<b>Proposed Future Development Surface Water Supply CFF FY 2017-18 <sup>8</sup></b>						
	<b>5/8" Meter</b>	<b>\$4,242</b>	<b>3" Meter</b>	<b>\$63,630</b>		
	<b>3/4" Meter</b>	<b>\$6,363</b>	<b>4" Meter</b>	<b>\$106,050</b>		
	<b>1" Meter</b>	<b>\$10,605</b>	<b>6" Meter</b>	<b>\$212,100</b>		
	<b>1 1/2" Meter</b>	<b>\$21,210</b>	<b>8" Meter</b>	<b>\$339,360</b>		
	<b>2" Meter</b>	<b>\$33,936</b>	<b>10" Meter</b>	<b>\$615,090</b>		

<sup>1</sup> Debt service schedule (net) from 2006-07 to 2012-13 is for the \$17,595,000 future development portion of the 2003 bonds; debt service schedule from FY 2013-14 to FY 2016-17 is based on future developments's portion of the 2013 Subordinate Water Revenue Refunding Bonds; and from FY 2017-18 on, the debt service schedule is based on future development's portion of the 2017 Loan Agreement.

<sup>2</sup> Future development has been assigned 0.13 mgd (6.37%) of the 2.04 mgd of capacity reserved for future users and is allocated 6.37% of 2003 bond debt service and based on the City's debt allocations, 15.63% of the debt service for the 2013 Bonds and the 2017 Loan Agreement.

<sup>3</sup> Past debt service costs are present-valued based on prior years' California Pooled Money Investment Account (PMIA) rate for the Month of May.

<sup>4</sup> Future debt service costs are discounted at 0.925% per year, which is the 2017 May PMIA rate.

<sup>5</sup> Surface water supply CFF for future development is based on the present value of net debt service allocated to future development. Customers paying this fee would NOT pay the SCSWSP facilities charge on their utility bill. Fees could be adjusted annually as shown in this table or based on the actual PMIA rates in future years.

<sup>6</sup> Includes 0.13 mgd (future dev.) ONLY.

<sup>7</sup> Based on average single family demand of 430 gpd (from EKI 2016 Master Plan) and 67.4% of future demands being met with surface water.

<sup>8</sup> A 5/8" meter provides capacity to serve 1.0 EDU. Fees for other meter sizes reflect relative capacity of each meter size.

## EXISTING INFILL DEVELOPMENT SURFACE WATER SUPPLY CFF CALCULATION

Approximately 1.34 MGD of surface water supply capacity is allocated to future infill development in the existing City. This CFF is applied to infill development in East Lathrop. Table 5-3 shows the buy-in fee calculation for the updated Surface Water Supply CFF. The buy-in fee is calculated based on past costs that have been incurred by existing customers. Costs incurred include \$575,672 for initial design costs as well as past debt service payments on the 2000 COP bonds, the 2012 Water Loan, which refunded the 2000 COP bonds, the 2003 Bonds, the 2013 Bonds, and the 2017 Loan. Once infill development connects to the water system, it will also be subject to a SCSWSP facilities charge on its monthly water bill.

These past costs are calculated to a present value total for fiscal year 2017-18 based on the past historic PMIA interest rates. Table 5-3 shows the surface water supply buy-in CFF is \$2,489 for a SFR unit, or per 5/8' inch water meter. Future infill development will have ground water supply available for use and therefore a surface water usage factor of 290 GPD per EDU is applied in the CFF calculation. The 290 GPD factor is 67.4% of the 430 GPD average usage per EDU; the remaining 32.6% of water usage will be supplied from ground water sources.

Table 5-3 on the following page shows that based on an average surface water demand rate of 290 GPD and a total infill development water allotment of 1,340,000 GPD, an estimated 4,624 EDUs of surface water will be available for infill development. A schedule of Surface Water Supply CFFs by water meter size is also presented in Table 5-3.

Table 5-3 also presents a schedule of future Surface Water Supply CFFs. The annual escalation rate of the CFF will depend not only on future PMIA interest rates but will also be due to the accumulated debt service costs and therefore the annual increases will be greater than inflation rates or PMIA interest rates.



**Table 5-3 Surface Water Supply CFF - Existing Infill Development**

Fiscal Year	Initial Design Costs <sup>1</sup>	Existing Infill's Portion Only -		Annual Totals	Discounted Value of Infill Portion of Debt Service <sup>4</sup>	Cumulative Present Value	Cumulative Future Value <sup>6</sup>	Surface Water Supply CFF for Existing Infill (\$/EDU) <sup>6</sup>
		2000 COPs and 2012 Water Loan Debt Service <sup>2</sup>	Infill's Portion Only - Water Supply 2003 & 2013 Bonds & 2017 Loan Debt Service <sup>3</sup>					
1999-00	\$575,672			\$575,672	\$575,672	\$575,672	\$575,672	-
2000-01		\$210,374		\$210,374	\$200,192	\$775,864	\$815,325	-
2001-02		\$209,053		\$209,053	\$187,339	\$963,203	\$1,074,846	-
2002-03		\$208,908		\$208,908	\$177,739	\$1,140,942	\$1,341,022	-
2003-04		\$208,636	\$305,768	\$514,404	\$425,983	\$1,566,925	\$1,892,170	-
2004-05		\$210,046	\$349,449	\$559,495	\$455,270	\$2,022,195	\$2,485,138	-
2005-06		\$209,448	\$444,449	\$653,897	\$524,605	\$2,546,800	\$3,174,473	-
2006-07		\$208,738	\$441,599	\$650,337	\$507,262	\$3,054,062	\$3,915,473	-
2007-08		\$209,725	\$443,274	\$652,999	\$487,111	\$3,541,173	\$4,747,135	-
2008-09		\$208,666	\$444,274	\$652,940	\$462,781	\$4,003,954	\$5,649,204	-
2009-10		\$209,301	\$439,707	\$649,008	\$446,284	\$4,450,238	\$6,471,756	-
2010-11		\$209,691	\$439,772	\$649,463	\$439,867	\$4,890,104	\$7,220,237	-
2011-12		\$209,359	\$439,772	\$649,131	\$437,194	\$5,327,298	\$7,909,801	-
2012-13		\$177,296	\$443,857	\$621,153	\$416,630	\$5,743,928	\$8,563,622	-
2013-14		\$177,296	\$449,001	\$626,297	\$418,560	\$6,162,488	\$9,221,004	-
2014-15		\$177,296	\$446,550	\$623,846	\$415,903	\$6,578,392	\$9,867,442	-
2015-16		\$177,296	\$304,471	\$481,767	\$320,452	\$6,898,844	\$10,371,707	-
2016-17		\$177,296	\$296,726	\$474,022	\$314,389	\$7,213,232	\$10,875,806	-
2017-18		\$177,296	\$394,019	\$571,315	\$376,837	\$7,590,069	\$11,507,156	\$2,489
2018-19		\$177,296	\$394,019	\$571,315	\$373,383	\$7,963,452	\$12,184,912	\$2,635
2019-20		\$177,296	\$394,019	\$571,315	\$369,961	\$8,333,413	\$12,868,937	\$2,783
2020-21		\$177,296	\$394,019	\$571,315	\$366,570	\$8,699,983	\$13,559,290	\$2,933
2021-22		\$177,296	\$394,019	\$571,315	\$363,210	\$9,063,193	\$14,256,028	\$3,083
2022-23		\$177,296	\$394,019	\$571,315	\$359,881	\$9,423,075	\$14,959,211	\$3,235
2023-24		\$177,296	\$394,019	\$571,315	\$356,583	\$9,779,658	\$15,668,899	\$3,389
2024-25		\$177,296	\$394,019	\$571,315	\$353,315	\$10,132,973	\$16,385,151	\$3,544
2025-26		\$177,296	\$394,019	\$571,315	\$350,077	\$10,483,050	\$17,108,029	\$3,700
2026-27		\$177,296	\$394,019	\$571,315	\$346,868	\$10,829,918	\$17,837,593	\$3,858
2027-28		\$177,296	\$394,019	\$571,315	\$343,689	\$11,173,607	\$18,573,906	\$4,017
2028-29		\$177,296	\$394,019	\$571,315	\$340,539	\$11,514,146	\$19,317,029	\$4,178
2029-30			\$394,019	\$394,019	\$232,707	\$11,746,853	\$19,889,730	\$4,302
2030-31			\$394,019	\$394,019	\$230,574	\$11,977,427	\$20,467,729	\$4,427
2031-32			\$394,019	\$394,019	\$228,461	\$12,205,888	\$21,051,074	\$4,553
<b>Totals</b>	<b>\$575,672</b>	<b>\$5,525,981</b>	<b>\$11,598,948</b>	<b>\$17,700,601</b>	<b>\$12,205,888</b>			
<b>Phase I SCSWSP Capacity for Existing Ratepayers <sup>7</sup></b>								1.34 mgd
<b>Total In-Fill Present Value Cost of Surface Water Supply Capacity</b>								\$9.11 /gpd
<b>Demand Met by Surface Water per EDU <sup>8</sup></b>								290 gpd
<b>Potential Development Served by this Capacity</b>								4,624 EDUs
<b>Buy-In Cost of Water Supply Capacity Per EDU <sup>9</sup></b>								Varies by Year
<b>Proposed Existing Infill Surface Water Supply CFF FY 2017-18 <sup>9,10</sup></b>								
			<b>5/8" Meter</b>	<b>\$2,489</b>	<b>3" Meter</b>	<b>\$37,332</b>		
			<b>3/4" Meter</b>	<b>\$3,733</b>	<b>4" Meter</b>	<b>\$62,220</b>		
			<b>1" Meter</b>	<b>\$6,222</b>	<b>6" Meter</b>	<b>\$124,440</b>		
			<b>1 1/2" Meter</b>	<b>\$12,444</b>	<b>8" Meter</b>	<b>\$199,105</b>		
			<b>2" Meter</b>	<b>\$19,910</b>	<b>10" Meter</b>	<b>\$360,877</b>		

<sup>1</sup> Preliminary design costs paid with available water system reserves.  
<sup>2</sup> Design and property acquisition costs financed using a portion of 2000A COPs. Amounts shown are the portion (69.1%) attributed to the SCSWSP, less the amount of debt service paid by River Islands (32.69%). Debt service reflects the refunding of the 2000A COPs by the 2012 Water Loan in FY 2012-13.  
<sup>3</sup> Existing Ratepayer portion of 2003 Water Revenue Bond, 2013 Subordinate Water Revenue Refunding Bonds, and 2017 Loan Agreement debt service.  
<sup>4</sup> Debt service payments discounted to 1999 dollars based on actual PMIA rates for May of the prior years. Future debt service costs are discounted at 0.925% per year, which is the 2017 May PMIA rate.  
<sup>5</sup> Includes cumulative debt service costs in future value dollars, escalated by the actual PMIA rate for the month of May for each past year.  
<sup>6</sup> Future CFF rates are projected based on the May 2017 PMIA rate of 0.925%. The City may elect to update the future fee rates based on actual PMIA rate or inflation rate in future years. New connections paying this fee would also pay the SCSWSP facilities charge in their monthly water bill.  
<sup>7</sup> SCSWSP capacity allocated to existing ratepayers.  
<sup>8</sup> Based on average single family demand of 430 gpd (from EK1 2016 Master Plan) and 67.4% of future water demand assumed to be met with surface water, (15.62 mgd total and 5.09 mgd from wells).  
<sup>9</sup> A 5/8" meter provides capacity to serve 1.0 EDU. Fees for other meter sizes reflect relative capacity of each meter size.  
<sup>10</sup> Would apply to infill areas within East Lathrop.

**SURFACE WATER SUPPLY CFF**

Table 5-4 summarizes the Surface Water Supply CFFs based on water meter size.

**Table 5-4**  
**Surface Water Supply Capital Facilities Fees**

<b>Meter Size</b>	<b>Central Lathrop Full-Cost Fee <sup>1</sup></b>	<b>Future Development Full-Cost Fee <sup>2</sup></b>	<b>Existing Infill Buy-In Fee <sup>3</sup></b>
5/8" Meter	\$5,744 per Unit	\$4,242 per Unit	\$2,489 per Unit
3/4" Meter	\$8,616 per Unit	\$6,363 per Unit	\$3,733 per Unit
1" Meter	\$14,360 per Unit	\$10,605 per Unit	\$6,222 per Unit
1 1/2" Meter	\$28,720 per Unit	\$21,210 per Unit	\$12,444 per Unit
2" Meter	\$45,952 per Unit	\$33,936 per Unit	\$19,910 per Unit
3" Meter	\$86,160 per Unit	\$63,630 per Unit	\$37,332 per Unit
4" Meter	\$143,600 per Unit	\$106,050 per Unit	\$62,220 per Unit
6" Meter	\$287,200 per Unit	\$212,100 per Unit	\$124,440 per Unit
8" Meter	\$459,520 per Unit	\$339,360 per Unit	\$199,105 per Unit
10" Meter	\$832,880 per Unit	\$615,090 per Unit	\$360,877 per Unit

<sup>1</sup> Applies to new development in the Central Lathrop Specific Plan. Those paying this fee would NOT pay the SCSWSP facilities charge in their monthly water bill.

<sup>2</sup> Applies to future development areas. Those paying this fee would NOT pay the SCSWSP facilities charge in their monthly water bill.

<sup>3</sup> Applies to existing infill areas. New connections paying this fee would also pay the SCSWSP facilities charge in their monthly water bill.

## **6. WATER SYSTEM CFF**

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This section of the report identifies the facilities, costs, and the CFF rates required to fund water system facilities in the City.

### **WATER SYSTEM CFF APPROACH AND ASSUMPTIONS**

The Water System CFF includes four separate CFF components. These include 1) an East Lathrop water system Buy-In CFF, 2) a Well Improvement CFF for West/Central Lathrop to fund the costs of arsenic treatment for groundwater wells and for a portion of the cost of a standby well, 3) a Water Storage CFF for the Mossdale Landing developments to construct a 1.0 MG water storage reservoir, and 4) a Reimbursement CFF for the Crossroads area. The City does not currently have updated costs for the West/Central Lathrop Well Improvement CFF or the Mossdale Landing Water Storage CFF so these fees have been updated recently by the City for inflation only.

### **EAST LATHROP WATER SYSTEM BUY-IN CFF**

Since the water system for East Lathrop is mostly complete and any additions are to rehabilitate or upgrade the distribution system, a buy-in approach is used to determine this CFF for future infill development. The buy-in approach essentially puts a value on all existing water system assets and any past debt interest payments or associated costs and divides these assets and costs by the number of users (EDUs) in the system to calculate the cost per user. The cost per system user is then the basis of the buy-in CFF.

### **EAST LATHROP WATER SYSTEM CFF CALCULATION**

Table 6-1 shows the water system facilities in East Lathrop. Several water system facilities have been added to the list since the 2005 Fee Study. The facilities list includes the original cost when the facility was purchased or constructed, the replacement cost based on ENR CCI index inflation, and a depreciated replacement cost that incorporates straight-line cost depreciation based on the facilities' service life. Based on these factors, Table 6-1 shows the total East Lathrop depreciated replacement cost of the water system facilities is \$7.4 million.

**Table 6-1 Water System Capital Facilities for East Lathrop**

Description	Year Added	Service Life (yrs)	Original Cost	Depreciated Cost	Replacement Cost <sup>1</sup>	Depreciated Repl. Cost <sup>1</sup>
<b>Land</b>						
Land as per F/S of Wtr. Distr.	1990	N/A	\$170,389	\$170,389	\$391,513	\$391,513
<b>Buildings</b>						
Public Works Building	1990	22	\$35,516	\$0	\$81,607	\$0
<b>Water System</b>						
Booster Station	1989	40	\$18,610	\$5,583	\$43,845	\$13,154
Phase 1	2000	20	\$15,141	\$2,271	\$26,391	\$3,959
Pumps & Improv. to Wells	1994	20	\$4,146,473	\$0	\$8,336,650	\$0
Premia Pump	1995	20	\$423,880	\$0	\$848,462	\$0
Alarm System	1999	8	\$1,588	\$0	\$2,859	\$0
Badger Meters - McBall Homes	1997	15	\$2,228	\$0	\$4,134	\$0
Telemetry System Phase 1	1999	20	\$39,969	\$3,997	\$71,963	\$7,196
Chlorine Feed Pump & Mixers	1999	10	\$3,702	\$0	\$6,665	\$0
Project 93-13	1999	40	\$2,241,764	\$1,232,970	\$4,036,215	\$2,219,918
Harlan Rd. Realignment	2000	20	\$420,114	\$63,017	\$732,270	\$109,840
Water System	2001	20	\$17,843	\$3,569	\$30,707	\$6,141
SCADA System	2001	20	\$3,404	\$681	\$5,858	\$1,172
Project 93-12	2001	20	\$2,703	\$541	\$4,652	\$930
IMG Reservoir Telemetry	2001	20	\$55,162	\$11,032	\$94,931	\$18,986
Master Plan EIR	2001	40	\$74,571	\$44,743	\$128,333	\$77,000
North Harlan Improv. District	2000	40	\$632,397	\$363,628	\$1,102,285	\$633,814
Upgrade water line PW0106	2002	20	\$77,622	\$19,406	\$129,208	\$32,302
Pump Accessories	2004	20	\$760	\$266	\$1,162	\$407
Booster Pump #2	2004	20	\$18,300	\$6,405	\$27,989	\$9,796
10" Magmeter	2004	20	\$10,548	\$3,692	\$16,133	\$5,646
Data Collector-Upgr. Handhelds	2004	20	\$7,650	\$2,678	\$11,700	\$4,095
Well #9 Pump	2004	20	\$13,891	\$4,862	\$21,246	\$7,436
Stenner Peristaltic Pump	2004	20	\$1,149	\$402	\$1,757	\$615
Pump Test Kit	2004	20	\$1,810	\$634	\$2,768	\$969
Connection Fee Study	2004	20	\$26,523	\$9,283	\$40,566	\$14,198
PW0301 - Well 10	2009	40	\$1,945,293	\$1,556,234	\$2,465,746	\$1,972,597
PW1505 - Well 10 Emergency Power & PGE Improvement	2015	40	\$104,119	\$98,913	\$112,769	\$107,131
PW0506 - Well 7 Security Upgrade	2005	20	\$69,175	\$27,670	\$101,436	\$40,574
Well 6 & 7 - Variable Frequency Drives Installation (VFD)	2008	20	\$29,560	\$16,258	\$39,268	\$21,597
Well 8 - Variable Frequency Drives	2006	20	\$6,481	\$2,917	\$9,152	\$4,118
PW0601 - Well 6, 7, 8 and 9 - Security Upgrade	2006	20	\$41,381	\$18,621	\$58,433	\$26,295
PW0820 - Booster Station Rehabilitation 1 & 3	2008	20	\$100,000	\$55,000	\$132,841	\$73,062
PW0504 - Booster Station 1 & 2 - Paint	2008	20	\$231,350	\$127,242	\$307,326	\$169,029
Booster Station 3 - Variable Frequency Drives	2012	20	\$37,590	\$28,193	\$43,991	\$32,993
PW0505 - Update SCADA System	2007	20	\$488,608	\$244,304	\$669,182	\$334,591
PW0211 - Shilling Water Line Replacement	2009	40	\$143,571	\$114,856	\$181,982	\$145,586
PW1018 - SCADA Improvement to add GRP 3	2010	20	\$187,621	\$121,954	\$231,687	\$150,596
PW1105 - SCADA Radio Antenna Tower and Equipment Relocation	2012	20	\$142,263	\$106,697	\$166,486	\$124,864
Tower Installation - Corp Yard and Community Center	2014	40	\$11,843	\$10,955	\$13,140	\$12,154
Tower Antenna and Installation - Stonebridge	2014	40	\$7,891	\$7,300	\$8,755	\$8,099
PW0808 - Potable Water Technical Study	2007	40	\$480,167	\$360,125	\$657,621	\$493,216
SaveMart 12" Pipeline	2008	40	\$47,200	\$36,580	\$62,701	\$48,593
4 Fire Hydrants	2008	40	\$12,000	\$9,300	\$15,941	\$12,354
Harley Davidson 8" Water Pipe, 6" Water Pipe, and 2 Hydrants	2008	40	\$7,765	\$6,018	\$10,315	\$7,994
Lathrop Crossing 68 3" Water Pipe, 120 8" Water Pipe, 770 12" Water Pipe, and 2 Hydrants	2008	40	\$38,100	\$29,528	\$50,612	\$39,224
<b>Fixed Asset Records Totals</b>			<b>\$12,595,686</b>	<b>\$4,928,712</b>	<b>\$21,541,255</b>	<b>\$7,383,758</b>

<sup>1</sup> Inflated using CCI from June of the year the asset was added to December 2017.

Past debt service interest costs are also included in the Buy-In CFF calculation. These costs are inflated to present value dollars using the consumer price index (“CPI”) and added to the CFF calculation. Table 6-2 below shows the debt used to fund East Lathrop water system facilities. This debt includes the 1993 COPs, a CSCDA loan, 2000 bonds, a portion of the 2000A COPs, and the 2012 water loan. The sum total of the present value of the interest on these bonds is approximately \$5.0 million. In addition, past debt issuance costs were also inflated to current dollars based on the CPI index and included in the Buy-In CFF calculation. The total present value of past debt issuance costs is \$974,233.

**Table 6-2 Historical Water Debt Service Payments**

Fiscal Year	1993 COPs		CSCDA Loan		2000 Bonds <sup>1</sup>		2000A COPs <sup>2</sup>			2012 Water Loan			CPI	PV of Int. Payments <sup>3</sup>
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Net Interest Applicable <sup>2</sup>	Principal	Interest	Net Interest Applicable <sup>2</sup>		
1993-94		\$93,850	\$13,046	\$27,774									148.0	\$205,079
1994-95		\$131,976	\$13,887	\$26,933									152.5	\$260,042
1995-96		\$131,976	\$14,783	\$26,037									156.7	\$251,645
1996-97		\$131,976	\$15,736	\$25,084									160.3	\$244,510
1997-98		\$131,976	\$16,752	\$24,068									163.0	\$238,904
1998-99	\$35,000	\$131,976	\$17,832	\$22,988									166.2	\$232,683
1999-00	\$2,240,000	\$130,296	\$18,983	\$21,838									172.4	\$220,218
2000-01			\$20,207	\$20,613		\$43,200	\$110,000	\$470,231	\$145,486				178.0	\$293,435
2001-02			\$21,510	\$19,310	\$15,885	\$67,121	\$120,000	\$456,588	\$141,265				179.9	\$315,856
2002-03			\$287,872	\$17,922	\$30,000	\$65,688	\$125,000	\$451,188	\$139,594				183.7	\$303,219
2003-04					\$30,000	\$63,813	\$130,000	\$445,438	\$137,815				189.7	\$265,245
2004-05					\$30,000	\$61,938	\$140,000	\$439,328	\$135,925				194.5	\$253,868
2005-06					\$35,000	\$59,906	\$145,000	\$432,678	\$133,867				202.9	\$238,329
2006-07					\$35,000	\$57,719	\$150,000	\$425,718	\$131,714				208.4	\$226,893
2007-08					\$40,000	\$55,375	\$160,000	\$418,443	\$129,463				218.8	\$210,804
2008-09					\$40,000	\$52,875	\$165,000	\$410,523	\$127,012				215.7	\$208,127
2009-10					\$40,000	\$50,375	\$175,000	\$402,273	\$124,460				218.0	\$200,173
2010-11					\$45,000	\$47,719	\$185,000	\$393,348	\$121,699				225.7	\$187,305
2011-12					\$50,000	\$44,531	\$0	\$191,216	\$59,161	\$0	\$0	\$0	229.5	\$112,764
2012-13					\$50,000	\$40,969				\$252,797	\$236,203	\$73,079	233.5	\$121,887
2013-14					\$55,000	\$37,228				\$283,199	\$205,801	\$63,673	238.3	\$105,647
2014-15					\$60,000	\$33,131				\$293,198	\$195,802	\$60,580	238.6	\$97,997
2015-16					\$60,000	\$28,856				\$303,550	\$185,450	\$57,377	241.0	\$89,287
2016-17					\$65,000	\$24,403				\$314,267	\$174,733	\$54,061	245.0	\$79,937
2017-18					\$70,000	\$19,594				\$325,363	\$163,637	\$50,628	249.6	\$71,540
<b>Totals</b>	<b>\$2,275,000</b>	<b>\$884,026</b>	<b>\$440,608</b>	<b>\$232,567</b>	<b>\$750,885</b>	<b>\$854,440</b>	<b>\$1,605,000</b>	<b>\$4,936,968</b>	<b>\$1,527,460</b>	<b>\$1,772,374</b>	<b>\$1,161,626</b>	<b>\$359,398</b>		<b>\$5,035,396</b>

<sup>1</sup> Limited Obligation Improvement Bonds for the North Harlan Water Improvement District.

<sup>2</sup> The 2000A COPs provided \$2,240,000 to refund the 1993 COPs and \$5,000,000 for SCSWSP development costs not related to the East Lathrop water system buy-in CFF; therefore only 30.9% of the interest is applicable to the water system buy-in CFF. The 2000A COPs were refinanced in April 2012 by the 2012 Water Loan; only 30.9% of the interest from the 2012 Water Loan is applicable to the water system buy-in CFF.

<sup>3</sup> Excludes portion of 2000A COP interest cost related to the SCSWSP.

Existing water system funds balances are also considered to be water system assets and therefore are added to the calculation of the Water System Buy-In CFF. The City reports that Water System Capital Replacement Reserve (Fund 560) has an existing balance of \$3,400,829 and Water System CFF Fund (Fund 561) has a fund balance of \$1,747,002.

Lastly, any outstanding bond principal balance is subtracted from the total water system value to reflect that this cost is still outstanding and therefore reduces the net value of the system.

Table 6-3 below shows the Buy-In CFF calculation for East Lathrop. The total valuation of the water system is approximately \$16.9 million. This total valuation is divided by 13,712, which City staff estimates is the capacity of the water system in East Lathrop. This results in a Buy-In CFF of \$1,231 per SFR or EDU. CFF rates by water meter size are presented in the table below. CFF rates for North Harlan are reduced since property assessments in this area fund water system improvements and therefore North Harlan development receives a credit for their funding contribution.

**Table 6-3 Water System Buy-In CFF - East Lathrop**

Depreciated Replacement Cost of Water System Assets		\$7,383,758
Plus: Available Water System CFF Reserves (Fund 561) <sup>1</sup>		\$1,747,002
Plus: Available Capital Replacement Reserves (Fund 560) <sup>1</sup>		\$3,400,829
Plus: PV of Past Interest on Debt <sup>2</sup>		\$5,035,396
Plus: PV of Past Debt Issuance Costs <sup>3</sup>		\$974,233
Less: Outstanding Principal on Debt Obligations <sup>4</sup>		(\$1,661,570)
<b>Total Water System Valuation</b>		<b>\$16,879,648</b>
Estimated System Capacity - Number of 5/8" Equiv. Meters <sup>5</sup>		13,712
<b>Water System Buy-In CFF for East Lathrop</b>		<b>\$1,231</b>
<b>Water System Buy-in CFF in No. Harlan Water ID <sup>6</sup></b>		<b>\$1,157</b>
<hr/>		
<b><u>Water System Buy-In Capital Facilities Fees</u></b>		
	<b>East Lathrop</b>	<b>North Harlan</b>
5/8" Meter	\$1,231	\$1,157
3/4" Meter	\$1,847	\$1,735
1" Meter	\$3,078	\$2,892
1 1/2" Meter	\$6,155	\$5,785
2" Meter	\$9,848	\$9,256
3" Meter	\$18,466	\$17,354
4" Meter	\$30,776	\$28,924
6" Meter	\$61,552	\$57,847
8" Meter	\$98,483	\$92,555
10" Meter	\$178,501	\$167,756

<sup>1</sup> As of April 2018.

<sup>2</sup> Present value of interest payments on 1993 COPs, CSCDA loan, 2000 Bonds, the portions of the 2000 COPs and 2012 Water Loan allocable to the water system.

<sup>3</sup> Present value of issuance costs of the 1993 COPs, CSCDA loan, 2000 Bonds, the portions of the 2000 COPs and 2012 Water Loan allocable to the water system. Only 30.9% of the issuance costs are applicable to the Water System buy-in CFF.

<sup>4</sup> Outstanding principal from 2000 Bonds and the portion of the 2012 Water Loan allocable to the water system.

<sup>5</sup> Based on City staff estimate.

<sup>6</sup> Adjusted to add back 2000 Bonds outstanding balance and reduce by the present value of payments toward North Harlan Water Improvement District.

## **CROSSROADS WATER SYSTEM REIMBURSEMENT CFF**

The Crossroads water system includes a 1.0 MG water storage tank, a well, booster pump station, transmission main, and a water distribution system. The total original cost of this system was approximately \$1.9 million. Table 6-4 on the following page shows that the replacement cost in today's dollars is approximately \$3.8 million, based on the ENR CCI index. But applying straight-line depreciation, based on the service life of the facilities, reduces the total value of the water system to approximately \$1.8 million.

The Crossroads Water System Reimbursement CFF was originally adopted by the City in 1995 for the purpose of reimbursing the developer for constructing the water system facilities. Under the terms of the reimbursement agreement, interest accruing at a rate of 8.0% per year is added to the outstanding balance.

## **WATER SYSTEM REIMBURSEMENT CFF CALCULATION**

Table 6-4 shows the calculation of the Crossroads Water System Reimbursement CFF. The total cost of the water system facilities, \$1.8 million, is added to the accumulated interest, \$3.4 million, to arrive at a total water system valuation of approximately \$5.2 million. This amount is divided by the system capacity, 608,000 GPD, to produce a cost of \$8.54 per gallon of water.

Based on actual historical water use, the City had estimated that average water usage in Crossroads is 500 GPD for a 5/8" water meter. The City assumes that by build out of the City approximately two-thirds of Crossroads' water usage will be supplied through surface water and one-third will be supplied with groundwater. Based on this assumption, the average share that is groundwater supplied per 5/8" water meter is 163 GPD. The Reimbursement CFF is calculated by multiplying the \$8.54 cost per gallon by 163 GPD, which produces a Water System Reimbursement CFF of \$1,392 per 5/8" meter.

**Table 6-4 Crossroads Water System Reimbursement CFF**

Asset No.	Description	Year Added	Service Life (yrs)	Original Cost	Depreciated Cost	Replacement Cost <sup>1</sup>	Depreciated Repl. Cost <sup>1</sup>
130-00	1 MG Water Tank	1993	40	\$205,813	\$82,325	\$425,438	\$170,175
131-00	Pump House	1993	40	\$247,508	\$99,003	\$511,626	\$204,651
132-00	Well House	1993	40	\$318,936	\$127,574	\$659,276	\$263,710
135-00	Transmission Line	1993	40	\$192,500	\$77,000	\$397,919	\$159,167
136-00	Well No. 9 Construction	1993	40	\$49,155	\$19,662	\$101,609	\$40,644
137-00	Carpenter Waterline	1993	40	\$18,360	\$7,344	\$37,952	\$15,181
138-00	Inspect./A&E/Misc.	1993	40	\$50,000	\$20,000	\$103,356	\$41,342
139-00	Contingencies	1993	40	\$162,341	\$64,936	\$335,577	\$134,231
140-00	Construction Supervision	1993	40	\$124,461	\$49,784	\$257,275	\$102,910
141-00	Land for Well & Tank Site	1993	N/A	\$180,680	\$180,680	\$373,485	\$373,485
142-00	Legal Fees	1993	40	\$4,033	\$1,613	\$8,337	\$3,335
145-00	Testing	1993	40	\$26,583	\$10,633	\$54,950	\$21,980
150-00	Water Master Plan	1993	40	\$24,760	\$9,904	\$51,182	\$20,473
151-00	Engineering	1993	40	\$192,945	\$77,178	\$398,839	\$159,535
152-00	City and Railroad Fees	1993	40	\$53,651	\$21,460	\$110,903	\$44,361
<b>Fixed Asset Record Totals</b>				<b>\$1,851,726</b>	<b>\$849,098</b>	<b>\$3,827,722</b>	<b>\$1,755,180</b>
Interest Through March 2018 (on outstanding balance owned) <sup>1</sup>							\$3,391,149
Additional Interest Through May 2018 (on outstanding balance owned) <sup>1</sup>							\$45,215
<b>Total Water System Valuation</b>							<b>\$5,191,544</b>
Crossroads Water System Capacity (gpd)							608,000
Crossroads Water System Reimbursement CFF (\$/gpd)							\$8.54
Water Demand (gpd) Met by Ground Water per 5/8" Meter <sup>2</sup>							163
Cost of Ground Water Supply Capacity per 5/8" Meter							\$1,392
<b>Crossroads Water System Reimbursement CFF <sup>2</sup></b>							
				5/8" Meter	\$1,392		
				3/4" Meter	\$2,088		
				1" Meter	\$3,480		
				1 1/2" Meter	\$6,959		
				2" Meter	\$11,134		
				3" Meter	\$20,877		
				4" Meter	\$34,795		
				6" Meter	\$69,591		
				8" Meter	\$111,345		
				10" Meter	\$201,813		

<sup>1</sup> Interest accrues at 8% per year on the outstanding balance to be reimbursed under terms of the reimbursement agreement. Interest on the outstanding balance owed is accrued through May 2018. Accrued interest provided by the City Finance Department.

<sup>2</sup> Based on 500 gpd for a 5/8" water meter and assuming groundwater will supply 32.6% of this amount and surface water supplying the remaining 67.4% of water demand. Fees for larger meters are scaled based on relative capacity.



**WATER SYSTEM CFF SCHEDULES**

Table 6-5 shows the Water System CFF schedules for East Lathrop, North Harlan, Crossroads, West/Central Lathrop, and Mossdale Landing. CFFs for West/Central Lathrop and Mossdale Landing show the recently updated rates as increased by the City to reflect the ENR 20-City CCI index change since the City last updated the CFF rates in 2017.

**Table 6-5 Summary of Water System CFFs**

	<b>East Lathrop Water System Buy-In CFF</b>	<b>North Harlan WID Water System Buy-In CFF</b>	<b>Crossroads Water System Reimbursement CFF</b>	<b>West/Central Lathrop - Well Improvement CFF<sup>1</sup></b>	<b>Mossdale Landing Water Storage CFF <sup>1,2</sup></b>
5/8" Meter	\$1,231	\$1,157	\$1,392	\$756	\$895
3/4" Meter	\$1,847	\$1,735	\$2,088	\$1,135	\$1,343
1" Meter	\$3,078	\$2,892	\$3,480	\$1,891	\$2,238
1 1/2" Meter	\$6,155	\$5,785	\$6,959	\$3,782	\$4,477
2" Meter	\$9,848	\$9,256	\$11,134	\$6,051	\$7,162
3" Meter	\$18,466	\$17,354	\$20,877	\$11,345	\$13,430
4" Meter	\$30,776	\$28,924	\$34,795	\$18,909	\$22,383
6" Meter	\$61,552	\$57,847	\$69,591	\$37,817	\$44,766
8" Meter	\$98,483	\$92,555	\$111,345	\$60,507	\$71,625
10" Meter	\$178,501	\$167,756	\$201,813	\$109,670	\$129,820

<sup>1</sup> Water system CFF was adjusted by the City for inflation only.

<sup>2</sup> New development within Mossdale Landings developments would pay both the well improvement and water storage CFFs.

## 7. *SEWER/RECYCLED WATER CAPITAL FACILITIES FEE*

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This section of the report identifies the sewer and recycled water facilities, costs, and CFF rates required to fund reimbursement costs for oversizing the sewer and recycled water facilities in the CLSP area.

### FACILITIES AND COSTS

Tables 1 through 3 in the appendix of this report provide details of the sewer and recycled water backbone facilities and costs that have been constructed or funded by Saybrook to serve the CLSP area. Facilities include a pump station, force mains, sewer pipelines, and recycled water pipelines. Table 7-1 shows the total cost of these facilities in 2018 dollars is \$11.6 million.

**Table 7-1**  
**Sewer/Recycled Water Capital Facilities for CLSP**

<b>No.</b>	<b>Improvement</b>	<b>Project Cost (2017 \$)</b>	<b>Project Cost (2018 \$)</b>
1	Portion of Pump Station and Force Mains <sup>1</sup>	\$5,302,500	\$5,475,000
2	Sanitary Sewer Mains	\$2,849,175	\$2,942,000
3	Recycled Water Mains	\$3,095,280	\$3,196,000
<b>Total</b>		<b>\$11,246,955</b>	<b>\$11,613,000</b>

1. Includes 1/4 of the total pump station cost.

## COST ALLOCATION FACTORS

The allocation of the CLSP sewer and recycled water facilities is based on the wastewater flow factors provided by the City and summarized in Table 7-2 below. Wastewater flow is a reasonable method of allocating sewer facilities costs since it accurately measures the demand placed on the sewer system by various types of development.

**Table 7-2**  
**Sewer Cost Allocation Factors**

<b>Land Use</b>	<b>Wastewater Flow Factor</b>
Low Density Residential	245 gpd/du
Medium Density Residential	170 gpd/du
High Density Residential	170 gpd/du
Commercial	590 gpd/ac
Industrial	355 gpd/ac

*Sources: City of Lathrop*

## CLSP SEWER/RECYCLED WATER FACILITIES CFF CALCULATION

Table 7-3 summarizes the cost allocation of the sewer and recycled water facilities costs. The estimated development in CLSP includes 5,144 single family units and approximately 5.0 million square feet of commercial development. The residential development estimate varies from the CLSP EIR which shows nearly 6,800 units as potentially developing in the CLSP. However development densities in approved tentative maps for CLSP show residential development at lower densities than were originally contemplated. As a result, the costs allocation shown in Table 7-3 includes the lower density residential estimates. If these densities change in future years, the CFF should be updated to account for the revised development plans.

**Table 7-3**  
**Sewer/Recycled Water Cost Allocation**

Land Use	Units / Bldg SF	Wastewater Flow Factor	Wastewater Flow Daily Volume	Percent Allocation	Cost Allocation	Cost per Unit / Bldg SF
<b>Total Improvement Cost \$11,613,000</b>						
<i>Residential</i>						
	<i>Dwelling Units</i>	<i>GPD per Unit</i>	<i>GPD</i>			<i>per Unit</i>
Single Family	5,144	245	1,260,280	84.8%	\$9,850,660	\$1,915
Multi-Family	0	170	0	0.0%	\$0	\$1,329
Subtotal - Residential	5,144		1,260,280	84.8%	\$9,850,660	
<i>Non-Residential</i>						
	<i>Acres</i>	<i>Building Sq. Ft</i>	<i>GPD per acre</i>			<i>Per 1,000 SF</i>
Commercial	382.2	4,994,000	590	15.2%	\$1,762,340	\$353
Industrial	0.0	0	355	0.0%	\$0	\$212
<b>Total</b>			<b>1,485,751</b>	<b>100.0%</b>	<b>\$11,613,000</b>	

**CLSP SEWER/RECYCLED WATER FACILITIES CFF**

The sewer and recycled water facilities, or portions of facilities, identified in this chapter will serve the CLSP area and therefore the Sewer/Recycled Water CFF calculated here is to be charged only to development in the CLSP area. Table 7-4 summarizes the Sewer/Recycled Water CFFs. Since the sewer and recycled water facilities have been constructed by Saybrook, CFF revenue will be used to reimburse the developer.

**Table 7-4**  
**Sewer/Recycled Water Capital Facilities Fees**

Land Use	Fee
<u>Residential</u>	
Single Family	\$1,915 per Unit
Multi-Family	\$1,329 per Unit
<u>Non-Residential</u>	
Commercial	\$353 per 1,000 sf
Industrial	\$212 per 1,000 sf

## ***8. CIP UPDATE FOR THE CULTURE AND LEISURE FACILITIES***

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In 2014 the City completed construction of the Lathrop Generations Center. The Generation Center building includes a 4,200 square foot public library and a 5,300 square foot youth and teen center. Additionally, the 5.76 acre site on Spartan Way includes play equipment, a skate park, parkour course, outdoor stage, turf seating, landscaping and irrigation, and a parking lot. In 2012, the City received a \$5.0 million grant to help fund the facility. The 5.76 acre site itself was purchased by the City from Saybrook at a cost of \$6.00 per square foot, for a total of approximately \$1.5 million.

While the CFF program includes a teen center and library facility space in the Culture and Leisure Facilities CFF, it does not include sufficient land associated with the teen center or library facilities to be able to provide CFF funding for acquiring the 5.76 acre site.

### **ADJUSTMENT OF THE CULTURE AND LEISURE FACILITIES CIP**

Public agencies regularly update their impact fee capital improvement plans. Fee program updates, as is being done through this Fee Study, provide public agencies the opportunity to reevaluate the planned facilities to determine whether their facilities are still needed or whether the size or amenities associated with their facilities need to be revised or adjusted to their changing needs. With this fee program update, City staff has determined that the 5.76 acres of land associated with the Generation Center should be included in the CFF program. However, due to development agreement limitations regarding increasing the CFF fees or adding new facilities to the fee program, the City will need to reduce the size of another Culture and Leisure facility such that there is no net increase in the CFF rates for the Culture and Leisure Facilities sub-component.

### **LIBRARY FACILITY**

The Culture and Leisure CFF includes 32,700 square feet of library space to serve the population at build out of the City. This is based on a level of service equal to 500 square feet of space per 1,000 residents. City staff feels that this level of service can be reduced without significantly impacting future library services. By reducing the library square footage standard to 475 square feet per 1,000 residents such that the total library space will be 31,100 square feet at build out, the City will be able to include the cost of the 5.76 acres of the Generation Center land in the CFF program without increasing the overall Culture and Leisure Facility sub-component of the Culture and Leisure CFF. Tables 8-1 through 8-3 show the calculations behind the change in facilities while keeping the Culture and Leisure CFF rates the same as they currently are in the

CFF program. Table 8-1 below shows the total cost of the 31,100 square feet of library facilities is \$18,361,000.

**Table 8-1**

**Updated Library Facilities Space at Build Out**

<b><u>Facility Needs</u></b>			
Building Requirements (sf) <sup>1</sup>			<b>31,100</b>
Land Requirements (acres)			<b>1.88</b>
	<b>Square</b>	<b>Cost per</b>	
	<b>Footage</b>	<b>SF</b>	<b>Total</b>
<b><u>Cost Estimate</u></b>		<b>(2018 \$)</b>	<b>Cost</b>
Land	81,750	\$6.00	\$490,500
Land Improvements	81,750	\$6.00	\$490,500
Subtotal - Land and Land Improvements			\$981,000
Basic Building	31,100	\$325	\$10,102,510
Special Construction & Equip	31,100	\$65	\$2,020,502
Subtotal - Construction			\$12,123,012
Contingencies (12% of Construction)			\$1,454,761
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$3,801,777
Subtotal - Contingencies & Soft Costs			\$5,256,538
Total Library Costs (2018 \$)			\$18,360,551
<b>Total Library Costs (Rounded)</b>			<b>\$18,361,000</b>

<sup>1</sup> Updated estimate of required library facilities.

Table 8-2 shows the total cost of teen/youth center, including the cost of the 5.76 acres of land. The total cost of the building and land is \$6,053,000.

**Table 8-2**  
**Updated Teen/Youth Facilities Space at Build Out**

<b><u>Facility Needs</u></b>			
Building Requirements (sf) <sup>1</sup>			<b>7,500</b>
Land Acquisition (acres) <sup>2</sup>			<b>5.76</b>
	<b>Square</b>	<b>Cost per</b>	
<b><u>Cost Estimate</u></b>	<b><u>Footage</u></b>	<b><u>SF</u></b>	<b><u>Total</u></b>
		<b><u>(2018 \$)</u></b>	<b><u>Cost</u></b>
Land <sup>2</sup>	250,735	\$6.00	\$1,504,410
Land Improvements <sup>3</sup>	30,000	\$6.00	\$180,000
Subtotal - Land and Land Improvements			\$1,684,410
Basic Building	7,500	\$325	\$2,437,875
Spec. Constr. & Equip	7,500	\$81	\$609,469
Subtotal - Construction			\$3,047,344
Contingencies (12% of Construction)			\$365,681
Engr., CM, Fees, Etc. (28% of Const. and Contingencies)			\$955,647
Subtotal - Contingencies & Soft Costs			\$1,321,328
Total Youth Center Costs (2018 \$)			\$6,053,082
<b>Total Youth Center Costs (Rounded)</b>			<b>\$6,053,000</b>

<sup>1</sup> Updated teen/youth center facilities.

<sup>2</sup> Based on the actual land acquired for \$1.5 million.

<sup>3</sup> Land Improvements for the building site associated with the youth center only.

Table 8-3 shows the updated fee calculation of the Culture and Leisure Facilities sub-component. Facilities costs have been inflated to 2018 dollars based on the ENR 20-city construction cost index of 10,873 as of December 2017. The CFF for a single family residence is \$3,386 per unit and \$2,417 per multifamily unit. These CFF rates are equal to the Culture and Leisure Facilities subcomponent that is in effect for 2018.

**Table 8-3**  
**Culture and Leisure Facilities and CFF Sub-Component**

<b>Culture and Leisure Facility</b>	<b>Quantity</b>	<b>Estimated Cost (2018 \$)</b>	<b>Buildout Population</b>	<b>Cost per Resident</b>
Community Pool	1	\$4,872,000	65,400	\$74.50
Gym	7,500 SF	\$4,549,000	65,400	\$70
Sports Complex	2	\$6,496,000	65,400	\$99
Library	31,100 SF	\$18,361,000	65,400	\$281
Senior Center	19,600 SF	\$11,452,000	65,400	\$175
Youth Center	7,500 SF	\$6,053,000	65,400	\$93
Community Center	7,800 SF	\$4,069,000	9,750 <sup>1</sup>	\$417
<b>Total Facilities</b>		<b>\$55,852,000</b>		<b>\$1,209</b>

<b>Fee Calculation</b>		<b>Persons</b>	<b>Cost per Resident</b>	<b>Culture &amp; Leisure Facilities Fee</b>
<i>Residential</i>		<i>per Household</i>	<i>Resident</i>	<i>Fee</i>
	Single Family	2.8	\$1,209	\$3,386
	Multi-Family	2.0	\$1,209	\$2,417

<sup>1</sup> The expansion to the Community Center is only projected to accommodate an additional 9,750



**REMAINING LIBRARY AND YOUTH FACILITIES**

With the construction of the Lathrop Generations Center, the total remaining library and youth center facilities needed by build out of the City are reduced; the CFF program assumes a buildout population of 65,400 for the City. Table 8-4 below summarizes the required facilities, the existing facilities that were constructed at the Generations Center, and the remaining facilities that need to be constructed in the future to serve the City’s build out population.

For library facilities, 31,100 square feet of building space is required by build out. With the construction of the 4,200 square foot library at the Generations Center, 26,900 square feet of library building space remains to be constructed on 1.62 acres of land. For the youth center, 5,300 square foot of space are in the Generations Center leaving 2,200 square feet of youth center building space remaining to be constructed on 0.13 acres of land.

**Table 8-4**  
**Library and Youth Center Net Remaining Facilities by Build Out**

<u>Library Facilities</u>	<u>Land (acres)</u>	<u>Building (sf)</u>
Requirements by Buildout <sup>1</sup>	1.88	31,100
Existing Library Facilities <sup>2</sup>	<u>(0.25)</u>	<u>(4,200)</u>
Net Remaining Library Building Requirements	1.62	26,900
 <u>Youth Center Facilities</u>		
Requirements by Buildout <sup>3</sup>	0.43	7,500
Existing Youth Center Facilities <sup>2</sup>	<u>(0.30)</u>	<u>(5,300)</u>
Net Remaining Youth Center Building Requirements	0.13	2,200

- <sup>1</sup> Updated estimate of required library facilities.
- <sup>2</sup> Library space at the Generations Center.
- <sup>3</sup> Youth center space at the Generations Center.

## 9. NEXUS FINDINGS

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Development in the City will create a need for additional public facilities as well as expansion of existing facilities to serve future residents and employees. The CFF program will provide funding for public facilities in accordance with the policies and goals set forth by the City. As required pursuant to the Mitigation Fee Act, the CFFs calculated in this Fee Study meet the nexus requirements of the law, as outlined below.

### NEXUS TEST

#### **Purpose of the Fees**

The purpose of the CFFs is to provide funding for the infrastructure and facilities identified in this Fee Study.

#### **Use of Fee**

CFF revenue will be used to fund future development's fair share of the cost of infrastructure and facilities that have been identified by the City as necessary to serve new development in the City.

#### **Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.**

New residential and non-residential development will generate additional demand for the infrastructure and facilities identified in this Fee Study. The facilities, infrastructure improvements, and capacity enhancements included in this Fee Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Fee Study.

#### **Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.**

CFF revenue collected will fund the facilities included in this Fee Study. These facilities will serve development in the City and the proposed fees in this Fee Study are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Separate CFF accounts will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.

**Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.**

A reasonable relationship between the amount of each CFF and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Sewer/Recycled Water Fee is based on the gallons per day of wastewater generated for each specific land use. The wastewater generation rates, which differ between land use categories, measure each land use's impact on sewer facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the CFFs, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of development in the City.

## **10. FEE PROGRAM ADMINISTRATION**

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### **FEE IMPLEMENTATION**

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

### **FEE ADJUSTMENTS**

The CFFs will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land uses or development plans. In addition to such adjustments, each year the CFF Fees will be adjusted by the change in the Engineering News Record 20-City CCI over the prior calendar year. This Fee Study adjusted costs in this report based on the ENR 20-City CCI value for December 2018, which is 10,873. For inflating facilities costs that are in the City's 2005 CFF Fee Study, this Fee Study applied ENR 20-City CCI values of 6,695 (July 2003) for costs that were established in 2003 and an ENR 20-City CCI value of 7,422 (July 2005) for costs established in 2005.

### **ANNUAL ADMINISTRATIVE DUTIES**

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund

- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

#### **FIFTH-YEAR ADMINISTRATIVE DUTIES**

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

## ***APPENDIX A***

### ***Sewer System Capital Facilities Costs***

**Table 1  
PUMP STATION AND FORCE MAINS**

ITEM	UNIT	UNIT COST	CFF AREA		REMARKS
			QTY	ITEM SUB-TOTAL	
<b>A. Sewer System Work</b>					
Pump Station Construction Work	LS	\$1,750,000	1	\$1,750,000	1/4 of the total pump station cost
14"SSFM	LF	\$65.00	11900	\$773,500	
18"SSFM	LF	\$85.00	11900	\$1,011,500	
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$3,535,000</b>	
<b>F. Right of Way Acquisition</b>	SF	\$2.00		\$0	
<b>G. Contingences</b>		30%		\$1,060,500	
<b>H. Design / Plan Check / Bonding / Staking / Inspection</b>		20%		\$707,000	
<b>TOTAL</b>				<b>\$5,302,500</b>	

**Table 2**  
**OVERSIZED SEWER MAINS**

All Sanitary Sewer Gravity Lines larger than 12"

ITEM	UNIT	UNIT COST	CFF AREA		REMARKS
			QTY	ITEM SUB-TOTAL	
<b>A. Sewer System Work - Constructed by Saybrook</b>					
24" Sanitary Sewer	LF	\$105.00	4000	\$420,000	
18" Sanitary Sewer	LF	\$90.00	1850	\$166,500	
14" Sanitary Sewer	LF	\$75.00	1200	\$90,000	
Dewatering	LF	\$75.00	7050	\$528,750	
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$1,899,450</b>	
<b>F. Right of Way Acquisition</b>	SF	\$2.00		\$0	
<b>G. Contingences</b>		30%		\$569,835	
<b>H. Design / Plan Check / Bonding / Staking / Inspection</b>		20%		\$379,890	
<b>TOTAL</b>				<b>\$2,849,175</b>	



**Table 3**

**RECYCLED WATER MAINS**

All Sanitary Sewer Gravity Lines larger than 12"

ITEM	UNIT	UNIT COST	CFF AREA		REMARKS
			QTY	ITEM SUB-TOTAL	
<b>A. Recycled Water System Work - Constructed by Saybrook</b>					
24" Recycled Water	LF	\$95.00	3400	\$323,000	
20" Recycled Water	LF	\$80.00	6350	\$508,000	
10" Recycled Water	LF	\$40.00	3300	\$132,000	
6" Recycled Water	LF	\$24.00	5100	\$122,400	
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$2,063,520</b>	
<b>F. Right of Way Acquisition</b>	SF	\$2.00		\$0	
<b>G. Contingences</b>		30%		\$619,056	
<b>H. Design / Plan Check / Bonding / Staking / Inspection</b>		20%		\$412,704	
<b>TOTAL</b>				<b>\$3,095,280</b>	

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