

JULY 8, 2019 – City Council Regular Meeting – 7:00 p.m.



City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Cari James, Finance & Administrative
Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks & Recreation
Director
Ryan Biedermann, Lieutenant /
Acting Chief of Police
Michael King, Assistant Public Works
Director

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from
Commissions and Committees
 - All Other Staff Reports and/or Action
Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

Items on the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



JULY 8, 2019 – Regular Meeting Agenda – 7:00 p.m.

Addressing the Council

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

Citizen's Forum

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

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

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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 and River Islands Fire Department Offices. 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 of Lathrop City Clerk
390 Towne Centre Drive, 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, JULY 8, 2019,
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 6:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP LITTLE LEAGUE MINOR
PHILLIES FOR THE 2019 MINOR LEAGUE CALIFORNIA DISTRICT 67
TOURNAMENT OF CHAMPIONS VICTORY

2.2 PROCLAMATION DECLARING JULY AS PARKS MAKE LIFE BETTER MONTH

- 2.3 INTRODUCTION OF NEW EMPLOYEE:
- Breann Loughran, Recreation Coordinator

2.4 PRESENTATION PROVIDED BY PG&E ON PUBLIC SAFETY DURING PLANNED POWER OUTAGES

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 June 10, 2019
- 4.3 APPROVAL OF MINUTES
Approve Minutes for the Special Council Meeting of June 12, 2019
- 4.4 GRANT APPLICATION TO PURCHASE TWO ALTERNATIVE FUEL CITY VEHICLES
Adopt a Resolution Authorizing the Submittal of a Grant Application to San Joaquin Valley Air Pollution Control District (SJVSPCD) and Authorize the purchase of Two Alternative Fuel Vehicles
- 4.5 APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
Adopt Resolution Approving the Application for the Statewide Park Development and Community Revitalization Program for the Lathrop Community Sports Park

- 4.6 RATIFY CITY MANAGER'S ACTION TO EXTEND JANITORIAL SERVICES CONTRACT WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE
Adopt Resolution to Ratify City Manager's Action to Extend the Contract with Korean Professional Building Maintenance for Janitorial Services
- 4.7 TPX COMMUNICATIONS SERVICES AGREEMENT
Adopt a Resolution Authorizing a Service Agreement with TPX Communications for Data, Fax, and Telephone Services at City Facilities
- 4.8 CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING PROGRAM AND APPROVE A CONSTRUCTION CONTRACT
Adopt Resolution Creating CIP PS 20-13 Citywide Pavement Markings and Striping Program and Approving a Construction Contract with Chrisp Company and Related Budget Amendment
- 4.9 APPROVE CONSTRUCTION CONTRACT FOR CIP PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD PARK
Adopt Resolution Approving a Construction Contract with WABO Landscape and Construction, Inc., for Construction of CIP PK 19-03 Mossdale South Neighborhood Park and Related Budget Amendment
- 4.10 APPROVE AGREEMENTS WITH EKI AND WOODARD & CURRAN TO ADD MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Task Order No. 2 to the Respective Master Agreements with EKI and Woodard and Curran to add Mossdale Urban Use Areas for the CIP RW 19-16 Recycled Water Program Expansion and Related Budget Amendment
- 4.11 APPROVE A CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II), AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Construction Contract with VSS International, Inc., for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II), and Related Budget Amendment
- 4.12 ACCEPT THE CLSP RECYCLED WATER IMPROVEMENTS, RECORD ASSOCIATED GRANT DEEDS AND IRREVOCABLE OFFERS OF DEDICATIONS AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-46
Adopt Resolution to Accept the Central Lathrop Specific Plan Recycled Water Pond, Pump Station, Sprayfield, and Offsite Conveyance System Improvements; Authorize Recording of Grant Deeds and Irrevocable Offer of Dedications of Easements from Saybrook CLSP, LLC for the Central Lathrop Specific Plan (CLSP) Development Project; and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-46

- 4.13 ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE AN OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03, APPROVE A REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26
Adopt Resolution Accepting the Gravity Sewer Main and Sanitary Sewer Pump Station Constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for portions of APN: 196-03-03; and Approve Reimbursement Agreement with Pilot Travel Centers LLC, and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-26
- 4.14 VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA
Adopt Resolution Acting as the Land Use Agency Validating the June 20, 2016, Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin)

RIVER ISLANDS CONSENT ITEMS

- 4.15 APPROVAL OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR RIVER ISLANDS PHASE 2 COMMUNITY FACILITIES DISTRICT 2019-1
Adopt Resolution Approving a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (Phase 2 Public Improvements)
- 4.16 ACCEPTANCE OF PREVIOUSLY REJECTED ROADWAY AND EASEMENT DEDICATIONS FOR RIVER ISLANDS STAGES 1A, 1B AND 2A
Adopt Resolution Accepting Previously Rejected Roadway and Easement Dedications for Eight Final Maps in Stages 1A, 1B and 2A for River Islands Development at Lathrop
- 4.17 ADOPT THE ADEQUATE PROGRESS FINDINGS TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS)
Adopt Resolution Acting as the Land Use Agency Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) area Levees of Reclamation District 2062 by the Year 2025

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CENTRAL LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES AND CITY FEES STUDY AND THE FEES RECOMMENDED THEREIN

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt A Resolution Adopting the Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study and the Fees Recommended Therein

5.2 LIGHTED CROSSWALK ON SPARTAN WAY AND RELATED BUDGET AMENDMENT

Consider Adopting a Resolution Approving the Installation of a Lighted Crosswalk on Spartan Way and Related Budget Amendment Associated with Traffic Calming Measures CIP PS 18-02


6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

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

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC
City Clerk

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CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 10, 2019,
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 6:03 p.m. The Regular Meeting reconvened at 7:12 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:03 p.m.

1.2 CLOSED SESSION

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

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:12 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2; Council approved settlement agreement with Lathrop Mossdale Investors; no other reportable action was taken.

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

Absent: None

1.4 INVOCATION – Executive Pastor Trinity Neilson, New Life Church, provided the invocation.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced Special City Council Meeting scheduled for June 12, 2019, at 3 p.m. to discuss the Biennial Fiscal Years 2019-20 and 2020-21 Budget Hearings.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest on Items 4.14 and 4.15, due to her employment with Dell'Osso Family Farms.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING JUNE AS DISABILITIES AWARENESS MONTH

Vice Mayor Salcedo, accompanied by the City Council, presented a proclamation declaring June 2019 as Disabilities Awareness Month.

2.2 RESOLUTION HONORING DEPUTY ARMANDO SAPATA FOR 18 YEARS OF SERVICE

Vice Mayor Salcedo, accompanied by the City Council and Police Sergeant Jody Towers, presented a resolution and plaque honoring Deputy Armando Sapata for his 18 years of service with the City of Lathrop.

2.3 INTRODUCTION OF NEW EMPLOYEE

Assistant Public Works Director Michael King introduced Larry Backert, Public Works Utility and Streets Maintenance Superintendent.

2.4 MAYOR'S COMMITTEE REPORT(S)

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

- *Art Committee featured Artist*

Announced art display in Council Chamber by John Lenhart, paintings to be displayed through July 2019.

- *Earth Day*

Reported event held April 27, 2019; various beautification projects; pet licensing; over 1,200 pounds of electronic waste collected; 14 mattresses and 12 tires were collected for proper disposal.

- *Memorial Day*

Reported event held May 27, 2019, at the Valverde Park Veteran's Memorial; over 100 people participated.

- *Father's Day Luncheon*

Announced sold out event scheduled for June 14, 2019. Special "Triple Crown Throw Down" horse racing themed event sponsored by the Senior Advisory Committee with catered lunch.

- *Lathrop Jr. Giants Program*
Announced \$5,000 equipment grant to be provided to the Lathrop Jr. Giants Program by the San Francisco Giants before their home game on June 15, 2019.
- *Movies in the Park – "Mary Poppins Returns"*
Announced event scheduled for June 21, 2019, at Michael Vega Park in River Islands; food available for purchase by the Boathouse Restaurant.
- *Free Summer Concert in the Park – "Jukebox"*
Announced event scheduled for June 14, 2019, starting at 6:30 p.m. at the Lathrop Generations Center.
- *July 1st Celebration – 30th Anniversary*
Announced the City's 30th Anniversary celebration scheduled for July 1, 2019, at 6 p.m. at the Lathrop Generations Center. Live music by "Cover me Badd", carnival rides, games and activities for kids, fireworks show, and food vendors will be available.

3. CITIZEN'S FORUM

Nellie Zavala (San Joaquin County Commission on Aging) provided information regarding the Medicare Health Fair for senior citizens, scheduled for July 6, 2019, at Northgate Community Church in Manteca. City Clerk Teresa Vargas introduced Christine Mendes as the next speaker and announced that Ms. Mendes had provided written public comment; confirmed distribution of the letter to the Council and copies were made available for the public. Christine Mendes (Lathrop, CA) expressed various concerns, including SB 1000 ("Land use: general plans: safety and environmental justice"), SB 5 ("Flood management"), the City's General Plan, and potential STAA truck routes on McKinley Avenue.

4. CONSENT CALENDAR

On a motion by Vice Mayor Salcedo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except ***Items, 4.14 and 4.15, by the following roll call vote, unless otherwise indicated:

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

** Prior to the reading of the consent calendar, City Clerk Teresa Vargas announced that a public comment letter was received addressing Items 4.4, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, and 4.15 of the Consent Calendar, submitted by Martin Harris with Terra Land Group, LLC; the letter was distributed to the City Council and copies were made available for the public.*

*** Items 4.8, 4.9, and 4.10 were pulled by City Manager Stephen Salvatore to provide a brief verbal summary of the various utility projects and related legislation.*

**** Items 4.14 and 4.15 - The City Council voted on the items separately, following the vote of the Consent Calendar.*

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 May 13, 2019.

4.3 AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS

Adopted **Resolution 19-4575** awarding agreement to the Manteca Bulletin for publication of legal advertisements for the period of July 1, 2019 through June 30, 2020.

4.4 *TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 18-19

Adopted **Resolution 19-4576** authorizing the filing of a Transportation Development Act (TDA) claim for Local Transportation Funds (LTF) for Fiscal Year 2018-19.

4.5 CREATE CIP PK 19-17 SENIOR CENTER FACILITY IMPROVEMENTS

Adopted **Resolution 19-4577** creating Capital Improvement Project PK 19-17, Senior Center facility improvements, and approving related budget amendment.

4.6 INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR FISCAL YEAR 19-20

Adopted **Resolution 19-4578** approving annual Industrial Solid Waste License renewals for Stockton Scavengers Association, Delta Container Corporation and Cal-Waste Recovery Systems.

4.7 APPROVE CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE I)

Adopted **Resolution 19-4579** approving construction contract with DSS Company, dba Knife River Construction, for pavement maintenance and repairs, pursuant to CIP PS 18-01, Citywide Road Maintenance and Repair Program (Phase I).

- 4.8 */**MEMORANDUM OF AGREEMENT (MOA) FOR THE DEVELOPMENT OF THE SAN JOAQUIN COUNTY GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN

Adopted **Resolution 19-4580** approving the City of Lathrop Groundwater Sustainability Agency to enter into a Memorandum of Agreement for the development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin.

- 4.9 */**APPROVE TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL INC. FOR THE SURFACE WATER DISCHARGE PROJECT

Adopted a **Resolution 19-4581** approving Task Order No. 2 with Ascent Environmental Inc. to prepare the Phase 1 CEQA documents for the Surface Water Discharge Project and related amendment.

- 4.10 */**CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN

Adopted a **Resolution 19-4582** creating CIP RW 19-16 Recycled Water Program expansion, approving/ratifying master agreements, task orders and agreements with EKI and Woodard & Curran for recycled water program administration and management:

- 1) approved master agreements and task orders with EKI and Woodard & Curran for Addition of Use Area A37; and
- 2) Ratified agreements with EKI and Woodard & Curran for addition of CLSP urban use areas, use area A34, and with EKI for decommissioning use Area A23, and portions of use Area A28.

- 4.11 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ASSET MANAGEMENT SERVICES WITH TERRAVERDE FOR THE CITY OF LATHROP'S SOLAR ENERGY PROJECT PHASE 1 AND PHASE 2

Adopted **Resolution 19-4583** approving professional consulting services agreement with TerraVerde for asset management services and related budget amendment associated with CIP GG 19-10.

- 4.12 *APPROVE TASK ORDER NO. 14 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

Adopted **Resolution 19-4584** approving Task Order No. 14 pursuant to the Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide interim Chief Building Official professional consulting services, and approving related budget amendment.

- 4.13 *APPROVE AGREEMENT WITH LATHROP GATEWAY 1, LLC, TO CONSTRUCT A SPRAYFIELD AND TRANSFER CORRESPONDING REAL PROPERTY IN EXCHANGE FOR ALLOCATION OF SEWER CAPACITY BY CITY

Adopted **Resolution 19-4585** approving an agreement with Lathrop Gateway 1, LLC, to construct a sprayfield and transfer corresponding real property in exchange for allocation by the city of capacity for treatment of sewer and storage and disposal of recycled water.

RIVER ISLANDS CONSENT ITEMS

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.13), and left the chamber at 7:55 p.m., prior to the vote of Items 4.14 and 4.15, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Salcedo, the City Council approved Items, 4.14 and 4.15, by the following roll call vote, unless otherwise indicated:

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

- 4.14 */***ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904

Adopted **Resolution 19-4586** accepting public improvements and street dedications for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 in the River Islands development area.

- 4.15 */***APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 36 LOTS IN TRACT 3997 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 19-4587** approving Final Map for Tract 3997 Village "Y" within the Lakeside East District, totaling 36 single-family lots, Irrevocable Offer of Dedication for portion of Norbeck Street, Garden Farms Avenue, Bosch Avenue and a Subdivision Improvement Agreement with River Islands Development, LLC.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais at 7:59 p.m., for the remainder of the meeting.

5.1 FIVE YEAR AGREEMENT EXTENSION TO THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

Assistant Public Works Director Michael King, accompanied by Republic Services General Manager Kevin Basso, provided the presentation. Mr. King provided an overview of information discussed in previous meetings (September 10, 2018 and May 13, 2019), including the following agreement terms for consideration: an annual rate increase (as allowed by the terms of the original 2004 Franchise Agreement); a one-time recycling increase of \$3.95 to address revenue loss due to the changes and restrictions in China's acceptance of recyclable materials (known as the "China Sword" effects); one additional \$750 annual academic scholarship to include the Next Generation STEAM Academy at River Islands; and update the levels of service language to address the State mandated commercial organics recycling (AB 1826 Chesbro). A question and answer period followed the presentation.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Salcedo, the City Council adopted Resolution **19-4588** approving a five (5) year agreement extension, Amendment No. 3, to the Franchise Agreement for residential and commercial customers, between City of Lathrop and Lathrop Sunrise Sanitation Corporation (formerly Allied Waste Corporation, and dba Republic Services), authorized Consumer Price Index (CPI) rate adjustment for Fiscal Year 2019-20, and approved recycling fee adjustment.

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

5.2 TRAFFIC CALMING REQUESTS ASSOCIATED WITH CIP PS 18-02

Assistant Public Works Director Michael King provided the presentation. A question and answer period ensued throughout the presentation.

On a motion by Councilmember Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council adopted **Resolution 19-4589** for traffic calming measures on Manthey Road at Sadler Oak and Cambridge Drive, between Lathrop Road and J Street, related to CIP PS 18-02.

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

6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL: Discuss the Installation of a Lighted Crosswalk at Lathrop High School

Councilmember Torres-O'Callaghan provided an overview. A question and answer period ensued. Council consensus directed staff to agendize the matter to a future meeting.

- 6.2 MAYOR DHALIWAL REFERRAL: Appointment of Two (2) Members to the Planning Commission with Terms Expiring June 30, 2023
- Five (5) Applications for Consideration

Mayor Dhaliwal made the following appointments:

<u>Planning Commission</u>	<u>Term Expires</u>
Bennie Gatto	June 30, 2023
Ash Ramilay	June 30, 2023

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

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

- 6.3 MAYOR DHALIWAL REFERRAL: Appointment of Two (2) Members to the Parks & Recreation Commission with Terms Expiring June 30, 2022
- Four (4) Applications for Consideration

Mayor Dhaliwal made the following appointments:

<u>Parks & Recreation Commission</u>	<u>Term Expires</u>
Ajit Singh Sandhu	June 30, 2022
Jimmy Zien	June 30, 2022

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

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

- 6.4 MAYOR DHALI WAL REFERRAL: Appointment of One (1) Member to the Senior Advisory Commission with Terms Expiring June 30, 2022
- One (1) Applications for Consideration

Mayor Dhaliwal made the following appointment:

<u>Senior Advisory Commission</u>	<u>Term Expires</u>
Robert Long	June 30, 2022

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

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

- 6.5 MAYOR DHALI WAL REFERRAL: Appointment of Nine (9) Members, to the Youth Advisory Commission with Terms Expiring May 31, 2020;
- Nine (9) Applications for Consideration

Mayor Dhaliwal made the following appointments:

<u>Youth Advisory Commission</u>	<u>Term Expires</u>
Justice Castaneda	May 31, 2020
Juan Manuel Serrano	May 31, 2020
Sebastian Manrique	May 31, 2020
Simarleen Riyat	May 31, 2020
Harman Garcha	May 31, 2020
Safah Nassimi	May 31, 2020
Sanah Nassimi	May 31, 2020
Mushda Nawabi	May 31, 2020
John Wall Jr.	May 31, 2020

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

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

- 6.6 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to a San Joaquin Valley Air Pollution Control District meeting held May 29, 2019.

6.7 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo thanked those in attendance. Councilmember Torres-O'Callaghan expressed condolences to the San Joaquin Sheriff's Office for the recent loss of one of their Canine Officers. Councilmember Lazard expressed condolences to the Valverde Family for the loss of Lathrop resident Ron Valverde. Vice Mayor Salcedo thanked those in attendance. Mayor Dhaliwal expressed appreciation to staff and welcomed the newly appointed commissioners.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:34 p.m.



Teresa Vargas, CMC, City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING**

ITEM 4.3

WEDNESDAY, JUNE 12, 2019, 3:00 P.M.

**COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

PLEASE NOTE: The City Council met on June 12, 2019, at 3:05 p.m., to discuss the Fiscal Years 2019-20 and 2020-21 Fiscal Budgets until their review and discussions concluded.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 3:05 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Councilmembers: Lazard, Salcedo and Torres-O’Callaghan.

Absent: Councilmember Akinjo.

At time of roll call Councilmember Akinjo was absent. Councilmember Akinjo arrived at 4:24 p.m., following the vote of the General Fund (Item 2.1b No. 1-7) section of the budget.

1.3 PLEDGE OF ALLEGIANCE – Councilmember Torres-O’Callaghan led the pledge of allegiance.

2. SCHEDULED ITEMS

City Manager Stephen Salvatore provided an introduction to the item.

2.1 FISCAL YEARS 2019-20 AND 2020-21 OPERATIONAL BUDGETS REVIEW AND APPROVAL

The City Council received presentations from each department and approved the following sections of the budget:

a. Budget Overview

Finance Director Cari James provided a general overview of the proposed budgets for Fiscal Years 2019-20 and 2020-21. A question and answer period ensued throughout the

presentation. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

b. General Government

1. City Council
2. City Manager
3. City Clerk

City Manager Stephen Salvatore and City Clerk Teresa Vargas provided an overview of the City Council, City Manager and City Clerk sections of the budget. Information presented included:

- Staffing/Organizational Chart
- Department(s) Overview
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

4. Economic Development

Economic Development Administrator Shelley Burcham provided an overview of the Economic Development Division section of the budget. Information presented included:

- Staffing/Organizational Chart
- Division Overview
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

5. City Attorney

City Attorney Salvador Navarrete provided an overview of the City Attorney section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

6. Finance

Finance Director Cari James provided an overview of the Finance Department section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Budget Initiatives / Requests
- Significant Changes

7. Information Technology

Information Technology Manager Tony Fernandes provided an overview of the Information Technology section of the budget. Information presented included:

- Staffing/Organizational Chart
- Division Overview
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Budget Initiatives / Requests
- Significant Changes

Questions and answers ensued throughout the presentations. No amendments were noted.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Salcedo, the City Council approved the General Government section of the budget, which included the City Council, City Manager, City Clerk, Economic Development, City Attorney, Finance and Information Technology Departments and Divisions.

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

Councilmember Akinjo arrived at 4:24 p.m.

c. Administrative Services

Finance Director Cari James provided an overview of the Administrative Services section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview of the following Divisions:
 - Animal Services
 - Human Resources
 - Central Services
 - Risk Management

- Emergency Services
- Goals for FY 2019-20 and 2020-21
- Significant Changes

Questions and answers ensued throughout the presentation. No amendments were noted.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved the Administrative Services section of the budget.

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

The Public Safety presentation (Item 2.1f) was provided before to the Community Development presentation (Item 2.1d). After the Community Development presentation, the presentations continued with the original order published in the agenda.

d. Community Development

Community Development Director Mark Meissner provided an overview of the Community Development section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview of the following Division:
 - Planning Division
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

Questions and answers ensued throughout the presentation. No amendments were noted.

On a motion by Mayor Dhaliwal, seconded simultaneously by Councilmember Torres-O'Callaghan and Lazard, the City Council approved the Community Development section of the budget.

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

Mayor Dhaliwal recessed the meeting at 5:17 p.m. Mayor Dhaliwal reconvened the meeting at 5:51 p.m.

e. Parks and Recreation

Parks and Recreation Director Zach Jones provided an overview of the Culture and Leisure section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview of the following Divisions:
 - Administration
 - Senior Services
 - Leisure Services
 - Special Events
 - Youth Development
 - Sports
 - Facilities
 - Library
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

Mayor Dhaliwal stepped down from the dais at 6:14 p.m., and returned to the dais at 6:18 p.m.

Questions and answers ensued throughout the presentation. No amendments were noted.

On a motion by Councilmember Lazard, seconded by Councilmember Akinjo, the City Council approved the Culture and Leisure section of the budget.

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

The Public Safety presentation (Item 2.1f) was provided before to the Community Development presentation (Item 2.1d). After the Community Development presentation, the presentations continued with the original order published in the agenda.

f. Public Safety

Lieutenant and Acting Police Chief Ryan Biedermann and Police Services Manager Carole Terras provided an overview of the Public Safety section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview
- Goals for FY 2019-20 and 2020-21
- Significant Changes

Questions and answers ensued throughout the presentation. City Manager Stephen Salvatore and Finance Director Cari James provided additional information. The Council discussed the need for an additional Traffic Officer and vehicle for the potential position.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved the Public Safety section of the budget, as amended to include an additional Traffic Officer and Police Services vehicle, to be funded from Measure C (50%) and General Fund Reserves (50%).

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

g. Public Works

Assistant Public Works Director Michael King provided an overview of the Public Works section of the budget. Information presented included:

- Staffing/Organizational Chart
- Department Overview of the following Divisions:
 - Administration
 - Land Development
 - Construction Management
 - Streets
 - Utility Engineering
 - Operations and Maintenance
 - Building Division
 - Code Compliance
 - Special Districts Requiring GF Subsidies
 - Woodfield Landscape District

- Storm Drain Zone 1A (Crossroads)
 - Accomplishments
 - Goals for FY 2019-20 and 2020-21
 - Significant Changes

Mayor Dhaliwal stepped down from the dais at 6:27 p.m.

Questions and answers ensued throughout the presentation. City Manager Stephen Salvatore, Finance Director Cari James and Senior Management Analyst Yesenia Linnell provided additional information.

Mayor Dhaliwal returned to the dais at 6:42 p.m.

The question and answer period continued. Mayor Dhaliwal reported a conflict of interest with the Woodfield Landscape District section of the Public Works budget, due to his residence within the area. The presentation paused while Mayor Dhaliwal stepped down.

Mayor Dhaliwal stepped down from the dais 6:55 p.m., in order for the Council to discuss the Woodfield Landscape District.

The question and answer period continued. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. No amendments were noted.

On a motion by Councilmember Lazard, seconded Councilmember Akinjo, the City Council approved the Public Works section of the budget.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
 Noes: None
 Absent: None
 Abstain: Dhaliwal (due to conflict of interest with the Woodfield Landscape District)

Mayor Dhaliwal returned to the dais at 7:07 p.m., following the vote of the Public Works (Item 2.1g) section of the budget.

City Manager Stephen Salvatore expressed appreciation to the Public Works Department for keeping up with consistently heavy workloads and managing various large projects.

h. Measure C

Finance Director Cari James provided an overview of the Measure C section of the budget. Information presented included:

- Division Overview
 - Public Safety
 - Lathrop-Manteca Fire District
 - Lathrop Police Services
 - Parks and Recreation
 - City Community Projects
- Accomplishments
- Goals for FY 2019-20 and 2020-21
- Significant Changes

Questions and answers ensued throughout the presentation. Lathrop-Manteca Fire District Chief Gene Neely provided additional information. No amendments were noted.

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Salcedo, the City Council approved the Measure C section of the budget.

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

i. Developer Projects

Community Development Director Mark Meissner provided an overview of the Developer Projects section of the budget. Information presented included:

- Division Overview
 - Stanford Crossing – Saybrook CLSP
 - Phelan Gateway – Phelan Development Company
 - TriPoint Logistics Center – Crows Holding, LLC.
 - Lathrop Marketplace – Watt Commercial Properties
 - River Islands Development
 - Lathrop Towne Centre – Ramona Chase
- Budget Summary for Developer Funded Expense Accounts (non-City funds)

Questions and answers ensued throughout the presentation. No amendments were noted.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council approved the Developer Projects section of the budget.

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

City Clerk Teresa Vargas announced that a public comment letter was received addressing Items 2.2 and the Resolution adopting the Department Budgets presented, by Martin Harris with Terra Land Group, LLC; the letter was distributed to the City Council and copies were made available to the public.

2.2 PUBLIC HEARING TO CONSIDER A RESOLUTION TO ADOPT THE CITY OF LATHROP CAPITAL IMPROVEMENT PLAN BUDGET FOR FISCAL YEAR 2019-20

Assistant Public Works Director Michael King provided an overview of the FY 2019-20 Capital Improvement Plan Budget. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council consider the following:

1. Held a Public Hearing; and
2. Adopted **Resolution 19-4590** approving the City of Lathrop capital improvement plan budget for Fiscal Year 2019-20.

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

Mayor Dhaliwal recessed the meeting at 7:39 p.m., in order to accommodate a change in recording tape/hardware. At this time, Mayor Dhaliwal Left for remainder of the meeting. Vice Mayor Salcedo reconvened the meeting at 7:42 p.m.

City Clerk Teresa Vargas gave an overview of the approval process for Item 2.3. The City Council voted on each resolution separately, as it was scheduled on the agenda.

2.3 ADOPTION OF FISCAL YEARS 2019-20 AND 2020-21 OPERATIONAL BUDGET RESOLUTIONS

On a motion by Vice Mayor Salcedo, simultaneously seconded by Councilmembers Lazard and Torres-O'Callaghan, the City Council adopted **Resolution 19-4591** approving the Biennial Budget for Fiscal Years 2019-20 And 2020-21, the salary schedule for Fiscal Year 2019-20, the authorized positions by department, and the Final Gann Limit for Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

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

On a motion by Councilmember Lazard, seconded by Vice Mayor Salcedo, the City Council adopted **Resolution 19-4592** adopting the Woodfield Landscape Maintenance District budget or Fiscal Years 2019-20 and 2020-21.

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

3. **ADJOURNMENT** – There being no further business, Vice Mayor Salcedo adjourned the meeting at 7:47 p.m.


Teresa Vargas, CMC
City Clerk

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

ITEM 4.4

CITY MANAGER'S REPORT JULY 8, 2019 CITY COUNCIL REGULAR MEETING

ITEM: GRANT APPLICATION TO PURCHASE TWO ALTERNATIVE FUEL CITY VEHICLES

RECOMMENDATION: Adopt a Resolution Authorizing the Submittal of a Grant Application to San Joaquin Valley Air Pollution Control District (SJVAPCD) and Authorize the purchase of Two Alternative Fuel Vehicles.

SUMMARY:

At the October 16, 2017 City Council Meeting, Council approved a resolution authorizing staff to submit a grant application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the purchase of a plug in electric hybrid vehicle. The approval of this resolution and the subsequent funding approval from SJVAPCD led to the purchase of the Ford Fusion Energi currently in use by city staff. As was done in 2017, staff have completed the application for the SJVAPCD grant to support the purchase of two alternative fuel vehicles.

As part of the grant requirements, reimbursement takes place after the new vehicle is purchased and all the required documents, as specified in the Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD. Municipalities can apply for up to 5 vehicles annually through this program with a maximum of \$20,000 in grant funds per vehicle on a first come, first served basis. Staff requested quotes from local alternative fuel vehicle dealers for vehicles that meet the specifications of the SJVAPCD grant. Approval of this item will allow staff to submit this application on behalf of the City.

BACKGROUND:

As part of the previous grant cycle the City purchased a Ford Fusion Energi vehicle and since this purchase this vehicle has proven to be dependable, require a limited amount of maintenance, and shown to meet the needs of the staff as a pool vehicle. Due to the positive experience associated with the Ford Fusion Energi staff have once again collected quotes for the purchase of a Ford Fusion Energi. The requested quotes are required to include the total purchase price of the mid-size hybrid vehicle, including tax, licensing, and fees. After review of the quotes received, Tracy Ford was found to have the lowest quote of \$33,916 for the purchase of a 2018 Ford Fusion Energi. Should the City be selected to receive funding \$20,000 of this expense will be offset by grant funds through the SJVAPCD program leaving a net cost of \$13,916 to the City.

Staff is also interested in purchasing a two passenger electric utility vehicle as part of our grant application. This two passenger electric vehicle will be utilized by the Parks and Recreation Department to prepare ballfields for games, transport sports equipment for our youth and adult sports programs, as well to move tables, chairs,

**CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION TO SJVAPCD AND AUTHORIZE THE PURCHASE OF TWO
HYBRID VEHICLES FOR CITY USE.**

and other equipment set up and the transportation of supplies for community special events.

After a review of the quotes received staff have determined the ABE by Tropos Motors to be the lowest cost vehicle that will meet the needs of the department. The ABE is a street legal, two-passenger, electric pick-up style utility vehicle, with a 2000 lb. towing capacity. The versatility of this vehicle will meet the various needs of the Parks and Recreation department. The total cost for the purchase of the ABE is \$21,827. Should the City be selected to receive funding \$20,000 of this expense will be offset by grant funds through the SJVAPCD program leaving a net cost of \$1,837 to the City.

These alternate fuel vehicles will result in the reduction of expenditures related to fuel, employee mileage reimbursement incurred for City staff travel as well as provide additional vehicles to assist City staff in the completion of assigned duties.

RECOMMENDATION:

Staff recommends Council approve the attached Resolution authorizing the submission a grant application to the SJVAPCD program. Should the City be selected to receive funding, approve the purchase of two alternate fuel vehicles to support City general business activities. Approval of this item will allow staff to move forward with the submission of the application on behalf of the City.

FISCAL IMPACT: Based on the potential award of the SJVAPCD grant funding of \$20,000 per vehicle the estimated net cost to the City for the purchase of the two vehicles would be \$15,743 (\$13,916 for the purchase of the Fusion Energi and \$1,827 for the ABE). Staff requests Council authorize the use of funds from the 2018/19 approved Parks and Recreation budget to complete the transaction. If the SJVAPCD grant is not awarded, the City will not proceed with the purchase of the vehicles.

Staff requests that Council authorize the following budget amendment for the purchase of a 2018 Ford Fusion Energi and a ABE by Tropos if the grant is awarded to the City.

Increase in Other Grant Fund	
1010-3001-331-05-00	\$20,000
Increase in Vehicle Expense	
1010-3001-450-30-00	\$40,000

JULY 8, 2019 CITY COUNCIL REGULAR MEETING

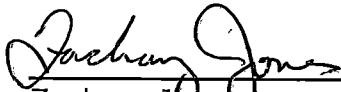
ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO SJVAPCD AND AUTHORIZE THE PURCHASE OF TWO HYBRID VEHICLES FOR CITY USE.

ATTACHMENTS:

- A. Resolution: A Resolution of the City Council of the City of Lathrop Authorizing the Submittal of a Grant Application to SJVAPCD and Authorize the Purchase of two alternative fuel vehicles for City use.
- B. San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Grant Application

**CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION TO SJVAPCD AND AUTHORIZE THE PURCHASE OF TWO
HYBRID VEHICLES FOR CITY USE.**

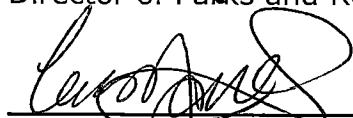
APPROVALS:



Zachary Jones
Director of Parks and Recreation

6-20-2019

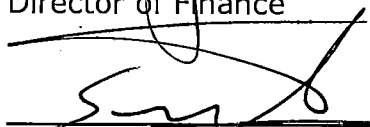
Date



Cari James
Director of Finance

6/26/19

Date



Salvador Navarrete
City Attorney

6-20-19

Date



Stephen J. Salvatore
City Manager

6-20-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO SJVAPCD AND, IF GRANT IS AWARDED, AUTHORIZE THE PURCHASE OF TWO ALTERNATIVE FUEL VEHICLES

WHEREAS, staff identified a grant with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to support the purchase of a new alternative fuel vehicles under a grant program available to public agencies throughout the San Joaquin Valley; and

WHEREAS, as part of the grant requirements, reimbursement will take place after the new vehicles are purchased and all of the required documents, as specified in the Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD; and

WHEREAS, a maximum of \$20,000 in grant funds are available per vehicle on a first come, first served basis; and

WHEREAS, based on the potential award of the SJVACPD grant funding of \$20,000 per vehicle for the purchase of a 2018 Ford Fusion Energi alternative fuel vehicle to offset the overall costs of \$33,916 (lowest of the three (3) bids), the estimated net cost to the City would be \$13,916; and

WHEREAS, based on the potential award of \$20,000 from the SJVACPD grant a ABLE by Tropos electric utility vehicle at a total cost of \$21,827.75, the estimated net cost to the City would be \$1,827.75; and

WHEREAS, Staff requests Council authorize the use of \$15,743 in funds from the 2018/19 approved Parks and Recreation budget to complete these transactions; and

WHEREAS, that the City Council of Lathrop does hereby identify Stephen Salvatore, the City Manager, as the individual authorized to implement the purchase of the new vehicles;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby authorize the submittal of a grant application to the San Joaquin Valley Air Pollution Control District for the purchase of two new alternative fuel vehicles; and

NOW, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the following budget amendment for the purchase of a 2018 Ford Fusion Energi and a ABLE by Tropos if the grant is awarded to the City.

Increase in Other Grant Fund

1010-3001-331-05-00 \$20,000

Increase in Vehicle Expense

1010-3001-450-30-00 \$40,000

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of:

AYES:

NOES:

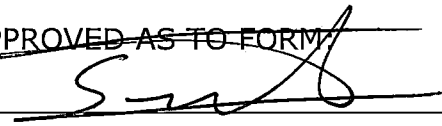
ABSENT:

ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

~~APPROVED AS TO FORM~~



TERESA VARGAS, CITY CLERK

SALVADOR NAVARRETE
CITY ATTORNEY



ATTACHMENT B

San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase

Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Lathrop		
2. Tax ID: Taxpayer ID Number (TIN) 68-0195186		
3. Address: 390 Towne Centre Drive		
4. City: Lathrop	5. State: Ca	6. ZIP Code: 95330
7. Mailing Address (if different from above): Same as above		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes -- Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: Bonnie	2. Last Name: Kirsch	
3. Title: Office Assistant II	4. E-Mail: bkirsch@ci.lathrop.ca.us	
5. Phone Number: 209-941-7376	6. Alternate Contact Number: 209-941-7372	7. Fax Number:

Contract Signing Authority

1. First Name: Stephen	2. Last Name: Salvatore
3. Title: City Manager	

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 1 (one)		
2. Vehicle Type (please select one):		
Electric <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____	Plug-In Hybrid <input checked="" type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____	CNG, LNG, or LPG <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____
3. Vehicle Make: Ford	4. Vehicle Model: Fusion Energi	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 4,000 lbs.		7. Engine Horsepower/Kilowatts: 188 hp
8. Fuel Type: <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): N/A		
10. Total Cost of each New Vehicle: \$33,916.00		11. Total Funding Requested from SJVAPCD (per vehicle): \$20,000.00
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: 		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input checked="" type="checkbox"/> Co-funding (please name source): City of Lathrop General Fund <input type="checkbox"/> Other (please specify): _____		

New Vehicle Dealer Information

1. Vehicle Dealer Name: Tracy Ford	
2. Contact / Salesperson Name: James Denegri	3. E-mail: denegri01@hotmail.com
4. Phone Number: (209)740-4973 or (209)229-4006	5. Fax Number:

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model
***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 1 (one)		
2. Use within SJVAPCD boundaries: _____ 90 %	3. Use within CA boundaries: _____ 100 %	4. Estimated Annual Vehicle Usage (per vehicle): _____ 10,000 miles
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): To support business related trips originating from the office.		
6. Please mark the reason for purchasing the new vehicle(s): <input type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: <input checked="" type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: 2005 Jeep UT <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity: N/A		
2. Use within SJVAPCD boundaries: _____ %	3. Use within CA boundaries: _____ %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): <input type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 1 (one)		
2. Vehicle Type (please select one):		
Electric <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input checked="" type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____	Plug-In Hybrid <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____	CNG, LNG, or LPG <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____
3. Vehicle Make: Tropos	4. Vehicle Model: ABLE ST Pickup	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 3000 lbs.		7. Engine Horsepower/Kilowatts: 13HP/10KW
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 80-120 MILES		
10. Total Cost of each New Vehicle: \$21,827.75		11. Total Funding Requested from SJVAPCD (per vehicle): \$20,000.00
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: 		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input checked="" type="checkbox"/> Co-funding (please name source): <u>City of Lathrop General Fund</u> <input type="checkbox"/> Other (please specify): _____		

New Vehicle Dealer Information

1. Vehicle Dealer Name: First Priority GreenFleet - Electric Vehicles, Inc.	
2. Contact / Salesperson Name: Jon Van Bogart	3. E-mail: jvb@1fpg.com
4. Phone Number: (805) 610-3671 - (209) 939-0405	5. Fax Number:

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 1 (one)		
2. Use within SJVAPCD boundaries: _____ 100 %	3. Use within CA boundaries: _____ 100 %	4. Estimated Annual Vehicle Usage (per vehicle): _____ 1,500
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Vehicle is to be used for special events and program/sports related activities in town.		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: N/A <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity: N/A		
2. Use within SJVAPCD boundaries: _____ %	3. Use within CA boundaries: _____ %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): <input type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

Signature Form

Signing Authority to *initial and sign in blue ink*

Certifications

By initialing each of the following sections, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to ALL of the following terms and conditions:

- Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.
- Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.
- Initial _____ The vehicle(s) purchased is/are a new OEM electric, plug-in hybrid, or alternative fuel vehicle(s) eligible for this program in accordance with the program guidelines.
- Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.
- Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).
- Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.
- Initial _____ Project match funding is reasonably available to complete the project in a timely manner.
- Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.
- Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Signing Authority Signature

Date

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- Completed **Application** (Pages 1 thru 3), no required fields blank.
- Completed **Signature Form** (Page 4), signed in **blue ink**.
- First page of **IRS Form W-9**.
- Dated and itemized dealer **quote** for the new vehicle(s).
 - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- If applicable, documentation which demonstrates future availability/accessibility and specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Lathrop	
	2 Business name/disregarded entity name, if different from above City of Lathrop	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 390 Towne Centre Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Lathrop, Ca 95330	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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or											
Employer identification number											
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6	8	-	0	1	9	5	1	8	6		

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form B233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form B233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(i)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

* Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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**CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM**

RECOMMENDATION: **Adopt Resolution Approving the Application for the Statewide Park Development and Community Revitalization Program for the Lathrop Community Sports Park**

SUMMARY: Staff requests Council approval of the submission of an application for Statewide Park Development and Community Revitalization Program grant funds for the design and construction of the Lathrop Community Sports Park project in the amount of \$5,000,000.

In order for the City to submit an application to the State of California Department of Parks and Recreation (CDPR) for funding, authorization for the funding request is required and the authorizing resolution must be sent to CDPR.

BACKGROUND: In October of 2018 the State of California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) announced the availability up to \$254,942.00 in Prop. 68 grant funding through the Statewide Park Development and Community Revitalization Program. These funds are intended to construct additional facilities or revitalize an existing facility to increase the recreational opportunities for the health and wellness of Californians. Types of outdoor recreation features include but are not limited to athletic fields, athletic courts, community gardens, dog parks, open space, performance venues, picnic areas, playgrounds and tot lots, trails, tracks, and jogging loops.

Staff is recommending applying for a grant request of \$5,000,000 which would be applied to the design and construction of the Lathrop Community Sports Park which will be located on 21.72 acres of City owned property located along the western edge of Lathrop High School. The proposed project would include three 240' x 360' lighted all weather multipurpose athletic fields and one large natural turf multipurpose activity field, a naturally turfed multi-purpose basin, an outdoor performance stage, a restroom/concession/meeting room, an inclusive recreational tot lot, a perimeter walking trail, and a parking lot to accommodate uses of the facility. The expense for Lathrop Community Sports Park as proposed would be approximately \$8,000,000. If our project is selected to receive funding \$5,000,000 would be provided by the grant funding the remaining \$3,000,000 would be a combination of developer fees and Capital Facility fees identified for such construction projects.

The Statewide Park Development and Community Revitalization Program (SPP) of 2018 (Prop. 68) is the largest park related grant program in California's history and possibly U.S. history, with over \$1 billion in funding between the 2018 Prop. 68 and 2006 Prop. 84 Bond Acts.

CITY MANAGER'S REPORT **PAGE 2**
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM

There will also be more than \$395,000,000 available for future rounds of the SPP program. This program will award grants on a competitive basis for park development and community revitalization.

The City must submit an application package to the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) on or before the August 5, 2019 deadline. Applications will be reviewed by OGALS for approximately four months, applications considered for approval will be forwarded to the National Park Services for a final review and approval and obligation of funds which typically occurs after October.

NEXT STEPS: If approved by Council, City Manager will sign the application, and staff will submit the application packet prior to the August 5, 2019 deadline. The City will be notified in the spring of 2020 of any grant award.

REASON FOR RECOMMENDATION: In order to be considered for available grant funding the application must include an "Authorizing Resolution" acknowledging Council approval of the submission of the application. Staff recommends Council adopt the Authorizing Resolution allowing for the submission of an application for grant funding to the Statewide Park Development and Community Revitalization Program (SPP) for \$5,000,000 for the design and construction of the Lathrop Community Sports Park.

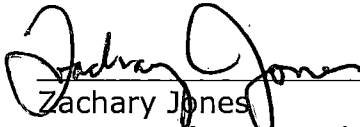
FISCAL IMPACT: If the proposed Lathrop Community Sports Park is approved for funding \$5,000,000 of the proposed \$8,000,000 project would be covered by grant funds from the SSP program. The remaining \$3,000,000 would be a combination of developer fees and Capital Facility fees identified for such construction projects.

ATTACHMENTS:

- A. Resolution to authorize the submission an application for the Statewide Park Development and Community Revitalization Program (SPP)

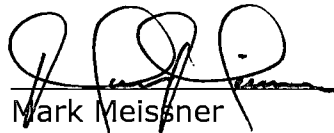
CITY MANAGER'S REPORT **PAGE 3**
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM

APPROVALS:



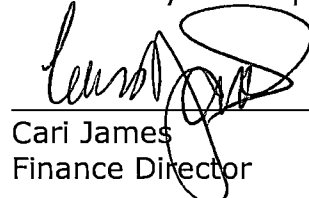
Zachary Jones
Director of Parks and Recreation

6-19-2019
Date



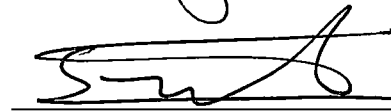
Mark Meissner
Community Development Director

6-24-19
Date



Cari James
Finance Director

6/24/19
Date



Salvador Navarrete
City Attorney

6-19-19
Date



Stephen Salvatore
City Manager

6-25-19
Date

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE APPLICATION FOR THE STATEWIDE PARK DEVELOPMENT
AND COMMUNITY REVITALIZATION PROGRAM**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the City of Lathrop to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful applicants will enter into a contract with the State of California to complete the design and construction of the Lathrop Community Sports Park project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby:

Approves the filing of an application for the Lathrop Community Sports Park; and

1. Certifies that said City of Lathrop has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the City of Lathrop has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the City of Lathrop has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion pursuant to Public Resources Code §80001(b) (8 A-G).

I, the undersigned, hereby certify that the foregoing resolution was duly adopted this 8th day of July 2019 by the following a roll call vote of the Lathrop City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **RATIFY CITY MANAGER'S ACTION TO EXTEND JANITORIAL SERVICES CONTRACT WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE**

RECOMMENDATION: **Adopt Resolution to Ratify City Manager's Action to Extend the Contract with Korean Professional Building Maintenance for Janitorial Services**

SUMMARY:

On May 4, 2015 City Council approved a contract with Korean Professional Building Maintenance to provide janitorial services for City buildings and facilities. On November 1, 2017, Amendment No. 1 was signed by the City Manager and Korean Professional Building Maintenance extending the contract to June 30, 2019. Pursuant to Amendment No. 1, contract extensions beyond July 1, 2019 require City Council approval. To avoid an interruption in janitorial services, the City Manager approved an extension letter with Korean Professional Building Maintenance for one year from July 1, 2019 to June 30, 2020. Therefore, staff requests City Council ratify the City Manager's approval of the extension letter with Korean Professional Building Maintenance for one year from July 1, 2019 to June 30, 2020.

BACKGROUND:

The City entered into contract with Korean Professional Building Maintenance on May 4, 2015 for janitorial services. On November 1, 2017, the City Manager signed Amendment No. 1 extending the contract to June 30, 2018. Amendment No. 1 allowed for the contract to be further extended from July 1, 2018 through June 30, 2019.

The current contract for janitorial services was scheduled to expire on June 30, 2019. Pursuant to Amendment No. 1, contract extensions beginning on July 1, 2019 must be approved by City Council. Since the extension needed to be executed prior to July 1, 2019, the City Manager signed the extension letter to avoid a delay in services and City Council is now provided the opportunity to ratify the City Manager's signature. The City Manager approved the extension letter with Korean Professional Building Maintenance from July 1, 2019 to June 30, 2020 at a cost of \$53,773. All the other terms of the original contract would remain in full force and effect.

JULY 8, 2019 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER'S ACTION TO EXTEND CONTRACT FOR JANITORIAL CLEANING SERVICES WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE****REASON FOR RECOMMENDATION:**

Janitorial services are needed to clean City facilities consisting of City Hall, Community Center, Senior Center, and the Generations Center. Korean Professional Building Maintenance is specially trained, experienced and competent to provide janitorial services. Pursuant to Amendment No. 1 with Korean Professional Building Maintenance, contract extensions beyond July 1, 2019 require City Council approval. However, the City Manager signed the contract extension to avoid a service gap. Staff recommends City Council adopt a resolution to ratify the City Manager's action to extend the contract with Korean Professional Building Maintenance.

FISCAL IMPACT

The cost of janitorial services with Korean Professional Building Maintenance is \$53,773 at a monthly rate of \$4,481.08 for the 2019-2020 fiscal year and has been included in Public Works City Hall and Building Maintenance Operating budget for fiscal year 2019-2020.

ATTACHMENTS:

- A. Resolution Ratifying City Manager's Action to Extend the Contract for Janitorial Cleaning Services with Korean Professional Building Maintenance for Janitorial Services
- B. Contract Renewal Extension Letter with Korean Professional Building Maintenance, dated June 25, 2019

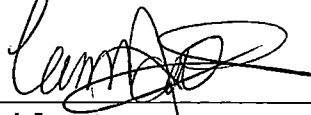
CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER'S ACTION TO EXTEND CONTRACT FOR JANITORIAL
CLEANING SERVICES WITH KOREAN PROFESSIONAL BUILDING
MAINTENANCE

APPROVALS:




Michael King
Assistant Public Works Director

6-26-19
Date



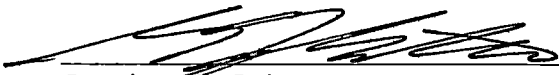
Cari James
Finance & Administrative
Services Director

6/27/19
Date



Salvador Navarrete
City Attorney

6-27-19
Date



Stephen J. Salvatore
City Manager

6.28.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S ACTION TO EXTEND THE CONTRACT WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE FOR JANITORIAL SERVICES

WHEREAS, janitorial services are needed to clean City facilities consisting of City Hall, Community Center, Senior Center, and the Generations Center; and

WHEREAS, Korean Professional Building Maintenance is specially trained, experienced and competent to provide janitorial services; and

WHEREAS, on May 4th, 2015 City Council approved a Contract with Korean Professional Building Maintenance to provide janitorial services through June 30, 2017; and

WHEREAS, on November 1, 2017 City Manager and Korean Professional Building Maintenance amended the Contract extending the Contract term from November 1, 2017 through June 30, 2018; and

WHEREAS, the City Manager approved an extension letter with Korean Professional Building Maintenance extending the Contract from July 1, 2018 through June 30, 2019; and

WHEREAS, extensions beyond July 1, 2019 require City Council approval but no action could be taken by City Council until July 8, 2019; and

WHEREAS, to avoid a gap in janitorial services, the City Manager and Korean Professional Building Maintenance signed an extension letter to further extend the Contract from July 1, 2019 through June 30, 2020 at a cost of \$53,773 at a monthly rate of \$4,481.08;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City Manager's action to extend the Contract with Korean Professional Building Maintenance for janitorial services from July 1, 2019 through June 30, 2020.

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

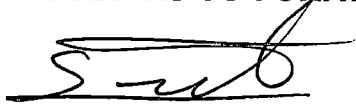
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Public Works Department

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us

June 25, 2019

Sung W. Kim
Korean Professional Building Maintenance
5026 Bay View Circle
Stockton, CA 92519

Re: Contract Renewal Extension Letter – Janitorial Services

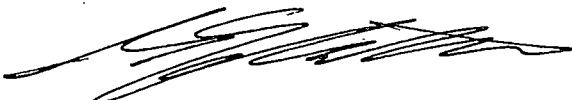
The Contract to provide Janitorial Services dated April 20, 2015, and amended on November 1, 2017 (“Contract”) between the City of Lathrop and Korean Professional Building Maintenance, allows for the Contract to be extended for up to three years, in one year increments at the discretion of the City.

This letter dated June 25, 2019 to Korean Professional Building Maintenance is to extend the agreement with the agreed upon terms of the Contract. The City is in agreement to extend the Contract with Korean Professional Building Maintenance for one year from July 1, 2019 to June 30, 2020 with the ability to extend one additional year at the discretion of the City.

Pursuant to Amendment No. 1, we acknowledge the price shall increase to \$4,481.08 per month, from July 1, 2019 to June 30, 2020 for a total of \$53,773. The City of Lathrop and Korean Professional Building Maintenance are in agreement to extend the existing Contract for an additional year from July 1, 2019 to June 30, 2020, with the above stated price increase. Please sign below and return this letter to indicate your concurrence.

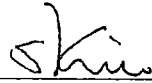
Should you have any questions or concerns please contact Larry Backert at (209) 941-7475 or by email: lbackert@ci.lathrop.ca.us.

Thank you,

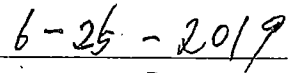


Stephen J. Salvatore
City Manager

I hereby agree to extend the term of the Korean Professional Building Maintenance between the City of Lathrop and Korean Professional Building Maintenance by an additional year such that the new termination date of the Contract is June 30, 2020 with all other terms of this Contract to remain in effect. This Letter of Extension does not amend the scope of work or fees as detailed in the original agreement and Amendment No. 1.



Sung W. Kim, Owner
Korean Professional Building Maintenance



Date

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**CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: TPX COMMUNICATIONS SERVICES AGREEMENT

RECOMMENDATION: Adopt a Resolution Authorizing a Service Agreement with TPX Communications for Data, Fax, and Telephone Services at City Facilities

SUMMARY:

TPX Communications, formerly Telepacific, provides data, fax, and telephone services at three City facilities; City Hall, Lathrop Police Services, and the Corporation Yard. Within the next two years, TPX Communications will transition from copper wiring to fiber. The speed of the fiber circuits is anticipated to be four times greater than the current copper wiring. Due to this upcoming change, technology will change and a new agreement is required.

Therefore, staff is recommending a new three (3) year term agreement with TPX Communications with no rate change. The proposed agreement provides a fixed reoccurring monthly charge of \$2,681, plus taxes.

BACKGROUND:

TPX Communications, formerly Telepacific, provides data, fax, and telephone services at three City facilities; City Hall, Lathrop Police Services, and the Corporation Yard. TPX Communications is currently using copper wiring and will transition to fiber connection/s within the next two years. Due to this requirement, telephone services technology will change and a new agreement is required. Staff has negotiated rates for a three (3) year term, which provides a fixed reoccurring monthly charge of \$2,681, plus taxes, which is unchanged from the City's current pricing.

TPX Communications is a redundant service with AT&T Internet services and no other carrier will provide the class C IP subnet which provides redundancy for disaster recover purposes.

REASON FOR RECOMMENDATION:

TPX Communications currently uses copper wiring and is required to transition to fiber connection/s within the next two (2) years. Due to this requirement, telephone services technology will change and a new agreement is necessary.

FISCAL IMPACT:

Telephone service fees are included in the budget. The proposed rates are for a three (3) year term, which provides a fixed reoccurring monthly charge of \$2,681, plus taxes, which is unchanged from the City's current pricing.



Service Agreement

CITY OF LATHROP

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 36 months. ("Term")

RS ID	Title	Address	Non-Recurring	Recurring
472860	390 Towne Centre Dr, Lathrop CA	390 Towne Centre Dr, Lathrop, CA 95330-9358	\$0.00	\$1,340.53
472859	2112 E Louise Ave, Lathrop CA	2112 E Louise Ave, Lathrop, CA 95330-9607	\$0.00	\$1,340.53
Totals			\$0.00	\$2,681.06

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Josephine Catalay

0999458421

Sales Representative Name

Phone

[Signature]

6/20/19

Agreed by: Authorized TPx Representative Signature

Date



Rate Schedule #472860
390 Towne Centre Dr, Lathrop CA

Quote ID: 254349
6/20/2019

CITY OF LATHROP

Good through: 7/17/2019

Address: 390 Towne Centre Dr, Lathrop, CA 95330-9358

The term for Service(s) being ordered is 36 months ("Term").

TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
BGP		1	\$0.00	-	xNet	-	\$0.00
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
20M Port		1	\$527.50	-	xNet	-	\$527.50
Solution Discount		1	(\$234.50)	-	xNet	-	(\$234.50)
20M Tier 1 Access (ICB Code: DD_CD)		1	\$793.85	-	xNet	-	\$793.85
Solution Discount		1	(\$433.23)	-	xNet	-	(\$433.23)
Non-Standard Discount		1	(\$182.62)	-	xNet	-	(\$182.62)
Internet		1	\$100.00	-	xNet	-	\$100.00
IPv4 - IP Address - 4 (Included)		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Solution Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$571.00
TPx Fax Central (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Fax Central Service		1	\$0.00	-	xNet	-	\$0.00
Fax Central		3	\$4.95	-	xNet	-	\$14.85
Non-Standard Discount		3	(\$4.95)	-	xNet	-	(\$14.85)
Fax Central - Setup Charge		3	\$4.99	-	xNet	\$14.97	-
Solution Discount		3	(\$4.99)	-	xNet	(\$14.97)	-
						\$0.00	\$0.00
TPx Conference Central (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Conference Central Service		1	\$0.00	-	xNet	-	\$0.00
Conference Central Basic		1	\$0.00	-	xNet	-	\$0.00
						\$0.00	\$0.00
UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
1000 T-Pack Minute Bundle		5	\$40.00	-	xNet	-	\$200.00
Non-Standard Discount		5	(\$40.00)	-	xNet	-	(\$200.00)
2,500 Minute Bundle -		1	\$0.00	-	xNet	-	\$0.00

Included							
Abbreviated Dialing	1	\$0.00	-	xNet	-	\$0.00	
Call Paths - SmartVoice	69	\$12.00	-	xNet	-	\$828.00	
Non-Standard Discount	69	(\$8.00)	-	xNet	-	(\$552.00)	
SIP SmartVoice	1	\$0.00	-	xNet	-	\$0.00	
TPx Voice & Data Circuit	1	\$0.00	-	xNet	-	\$0.00	
Tier Z Equipment	1	\$0.00	-	xNet	-	\$0.00	
Caller ID (Inbound - Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
Calling Line ID Delivery Blocking or Un-Blocking per Call	1	\$0.00	-	xNet	-	\$0.00	
DIDs	100	\$0.15	-	xNet	-	\$15.00	
DIDs - Setup Fee	100	\$1.00	-	xNet	\$100.00	-	
Non-Standard Discount	100	(\$1.00)	-	xNet	(\$100.00)	-	
End User Connection Charge (EUCC)	69	\$2.37	-	xNet	-	\$163.53	
Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00	
G.711 Codec	1	\$0.00	-	xNet	-	\$0.00	
LD Usage	1	\$0.0290	\$0.0290	-	-	-	
Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
Trunk Group Call Forwarding to PSTN	1	\$25.00	-	xNet	-	\$25.00	
Non-Standard Discount	1	(\$10.00)	-	xNet	-	(\$10.00)	
Trunk Group Call Forwarding to PSTN - Setup Charge	1	\$40.00	-	xNet	\$40.00	-	
Non-Standard Discount	1	(\$40.00)	-	xNet	(\$40.00)	-	
UCx Client	100	\$3.00	-	xNet	-	\$300.00	
UCx Client - Setup Fee	100	\$3.00	-	xNet	\$300.00	-	
Non-Standard Discount	100	(\$3.00)	-	xNet	(\$300.00)	-	
						\$0.00	\$769.53



Rate Schedule #472859
2112 E Louise Ave, Lathrop CA

Quote ID: 254349
6/20/2019

CITY OF LATHROP

Good through: 7/17/2019

Address: 2112 E Louise Ave, Lathrop, CA 95330-9607

The term for Service(s) being ordered is 36 months ("Term").

TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
BGP		1	\$0.00	-	xNet	-	\$0.00
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
20M Port		1	\$527.50	-	xNet	-	\$527.50
Solution Discount		1	(\$202.49)	-	xNet	-	(\$202.49)
Non-Standard Discount		1	(\$125.00)	-	xNet	-	(\$125.00)
20M Tier 1 Access (ICB Code: DD_CD)		1	\$793.85	-	xNet	-	\$793.85
Solution Discount		1	(\$433.23)	-	xNet	-	(\$433.23)
Non-Standard Discount		1	(\$89.63)	-	xNet	-	(\$89.63)
Internet		1	\$100.00	-	xNet	-	\$100.00
IPv4 - IP Address - 4 (Included)		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Solution Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$571.00
TPx Fax Central (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Fax Central Service		1	\$0.00	-	xNet	-	\$0.00
Fax Central		3	\$4.95	-	xNet	-	\$14.85
Non-Standard Discount		3	(\$4.95)	-	xNet	-	(\$14.85)
Fax Central - Setup Charge		3	\$4.99	-	xNet	\$14.97	-
Solution Discount		3	(\$4.99)	-	xNet	(\$14.97)	-
						\$0.00	\$0.00
UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
1000 T-Pack Minute Bundle		15	\$40.00	-	xNet	-	\$600.00
Non-Standard Discount		15	(\$40.00)	-	xNet	-	(\$600.00)
2,500 Minute Bundle - Included		1	\$0.00	-	xNet	-	\$0.00
5 WorldPac Region		1	\$17.99	-	xNet	-	\$17.99
Non-Standard Discount		1	(\$17.99)	-	xNet	-	(\$17.99)

AfricaPAC	1	\$0.00	-	xNet	-	\$0.00
AmeriPAC	1	\$0.00	-	xNet	-	\$0.00
AsiaPAC	1	\$0.00	-	xNet	-	\$0.00
EuroPAC	1	\$0.00	-	xNet	-	\$0.00
OceaniaPAC	1	\$0.00	-	xNet	-	\$0.00
Abbreviated Dialing	1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice	69	\$12.00	-	xNet	-	\$828.00
Non-Standard Discount	69	(\$8.00)	-	xNet	-	(\$552.00)
SIP SmartVoice	1	\$0.00	-	xNet	-	\$0.00
TPx Voice & Data Circuit	1	\$0.00	-	xNet	-	\$0.00
Tier Z Equipment	1	\$0.00	-	xNet	-	\$0.00
Caller ID (Inbound - Name & Number)	1	\$0.00	-	xNet	-	\$0.00
Calling Line ID Delivery Blocking or Un-Blocking per Call	1	\$0.00	-	xNet	-	\$0.00
DIDs	100	\$0.15	-	xNet	-	\$15.00
DIDs - Setup Fee	100	\$1.00	-	xNet	\$100.00	-
Non-Standard Discount	100	(\$1.00)	-	xNet	(\$100.00)	-
End User Connection Charge (EUCC)	69	\$2.37	-	xNet	-	\$163.53
Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00
G.711 Codec	1	\$0.00	-	xNet	-	\$0.00
LD Usage	1	\$0.0290	\$0.0290	-	-	-
Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00
Trunk Group Call Forwarding to PSTN	1	\$25.00	-	xNet	-	\$25.00
Non-Standard Discount	1	(\$10.00)	-	xNet	-	(\$10.00)
Trunk Group Call Forwarding to PSTN - Setup Charge	1	\$40.00	-	xNet	\$40.00	-
Non-Standard Discount	1	(\$40.00)	-	xNet	(\$40.00)	-
UCx Client	100	\$3.00	-	xNet	-	\$300.00
UCx Client - Setup Fee	100	\$3.00	-	xNet	\$300.00	-
Non-Standard Discount	100	(\$3.00)	-	xNet	(\$300.00)	-
					\$0.00	\$769.53



Master Service Agreement

Must include Service Agreement

This Master Service Agreement (referred to as "Agreement" or "MSA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies ("TPx Communications", also referred to as "our, us, we"), and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TPx Terms and Conditions, to which you agree and which are included in summary herein (available in full at www.tpx.com/terms).

CITY OF LATHROP

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized _____

390 Towne Centre Dr Lathrop, CA
95330

Billing Address

Section 2 Terms and Conditions Summary

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at www.tpx.com/terms, which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

- 1. General** – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.
- 2. Term, Billing and Payment** – This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.
- 3. Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3rd party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).
- 4. Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.
- 5. Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.
- 6. Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.
- 7. Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.
- 8. Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

Section 3 Acceptance

BY PLACING YOUR INITIALS IN THE SPACE(S) PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	FULL TERMS AND CONDITIONS SET FORTH AT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SET FORTH FOR SMART VOICE ADDENDUM SET FORTH AT
	<i>Initial</i>	E911 FOR VoIP SERVICES ADDENDUM SET FORTH AT www.tpx.com/E911-VOIP-Addendum.pdf
	<i>Initial</i>	EQUIPMENT ADDENDUM SET FORTH AT www.tpx.com/Equipment-Addendum.pdf
	<i>Initial</i>	MSx BACKUPS ADDENDUM SET FORTH AT www.tpx.com/MSx-Backups.pdf
	<i>Initial</i>	MSx ENDPOINTS ADDENDUM SET FORTH AT www.tpx.com/MSx-EndPoints.pdf
	<i>Initial</i>	MSx FIREWALL ADDENDUM SET FORTH AT www.tpx.com/MSx-Firewall.pdf
	<i>Initial</i>	MSx OFFICE 365 ADDENDUM SET FORTH AT www.tpx.com/MSx-Office-365-Addendum.pdf
	<i>Initial</i>	MSx SERVICES ADDENDUM SET FORTH AT www.tpx.com/MSx-Services.pdf
	<i>Initial</i>	MSx WAN ADDENDUM SET FORTH AT www.tpx.com/MSx-WAN.pdf
	<i>Initial</i>	UCx ADDENDUM SET FORTH AT www.tpx.com/UCx-Addendum.pdf
	<i>Initial</i>	VIRTUAL CPE ADDENDUM SET FORTH AT www.tpx.com/Virtual-CPE-Addendum
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT

By signing below, the person signing on behalf of Customer personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement (and the Terms and Conditions incorporated by reference). TPx agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TPx's minimum requirements. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

Agreed by: Customer Signature

Date

Customer Name (Print)
Jasphire Catalay

Title
9099458421

Sales Representative Name

Phone



Customer Contact Authority

TPx Communications has an obligation, and Customer has a right, under federal or state law to protect the confidentiality of your Customer Proprietary Network Information (CPNI). CPNI includes information relating to the quantity, technical configuration, type, destination, location and amount of use of the services Customer purchases from TPx. You can help prevent unauthorized access to that information by indicating below the parties authorized to access that information.

Authority Levels:

R/W/A: (Read/Write/All) Grants full authority to request information and place orders. Includes access to usage and network configuration. Also known as a Super User.

R/W/B: (Read/Write/Bill) Grants authority to ask questions about billing issues and request bill related changes. Also known as Account Restricted.

R/W/O: (Read/Write/Orders) Allows access to information about the network configuration and is authorized to place orders including reconfigures, moves, adds, changes, new locations, etc.

R/T: (Read/Trouble) Can report trouble on accounts and receive network configuration information.

PRIMARY ACCOUNT AUTHORITY/ AUTHORIZED SIGNED				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
ALTERNATE PRIMARY ACCOUNT AUTHORITY				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
AGENT CONTACT			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
VOICE VENDOR			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
DATA VENDOR			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					

"I grant permission to TPx to provide access to CPNI to the authorized account contacts listed above subject to the designated authority level."

CITY OF LATHROP
Company Legal Name

Authorized Signature _____ **Date** _____

Printed Name _____ **Title** _____

v040117



Addendums

Quote: 254349

Name of Customer: CITY OF LATHROP

In addition to the Terms and Conditions to which Customer has agreed on the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA), Customer and TPx Communications agree to amend and modify the Terms and Conditions of the TAA or MSA as follows:

Downsize Services Without Incurring Early Termination Fees :

With forty-five (45) days written notice to TPx Communications, you may terminate Services that are not needed and pay an amount equal to the tariffed Non-Recurring Charges for installation of Services and any third-party vendor charges associated with the disconnection of services at your current location. All other termination charges will not apply, provided the total Monthly Recurring Charges covered by this Agreement at any time are not reduced by more than twenty percent (20%) below the greater of the total Monthly Recurring Charges applicable to the Services installed at the commencement of this Agreement, or the total Monthly Recurring Charges applicable to the Services provided to you in any one of the past three (3) months. If the total Monthly Recurring Charges for Services falls below the eighty percent (80%) level, you will pay the termination charges as explained in Section 4 of the Terms and Conditions. You may not port or transfer any of the terminated Services to a different service provider without paying the termination charges explained in Section 4 of the Terms and Conditions.

Month-to-Month Renewal After Current Term :

Notwithstanding any other provisions to the contrary in Paragraphs 2(b) and 4(a) of the Terms and Conditions of the Agreement, you agree that, at the end of the current Term, the Term of this Agreement will renew on a month-to-month basis unless either you or TPx Communications notifies the other in writing at least thirty (30) days prior to the end of the then-current Term of the intent not to allow the Agreement to renew.

Month-to-Month Renewal After Initial Term :

Notwithstanding any other provisions to the contrary in Paragraphs 2(b) and 4(a) of the Terms and Conditions of the Agreement, you agree that, at the end of the initial Term, the Term of this Agreement will renew on a month-to-month basis unless either you or TPx Communications notifies the other in writing at least thirty (30) days prior to the end of the then-current Term of the intent not to allow the Agreement to renew.

Waiver of Move Charges

During the Initial Term of the Agreement, when you provide TPx a minimum forty-five (45) days advance written notice, you may request that TPx move Services from your current Service Location to a different address served by TPx one (1) time without incurring any non-recurring charges normally billed in connection with moving Services. Services will be moved within a standard service interval. If you need your Services moved on an expedited basis, you may request an expedited move and an expedite charge will apply. In addition, you are responsible to pay any third-party vendor charges associated with the disconnection of services at your current location.

v040117



**FlexCheck Coupon**Expiration Date: 90 days after Statement / Date printed on 1st invoice

Pay to the order of: CITY OF LATHROP

Rebate amount: \$1200

Credits paid in 4 equal installments

Service location: 390 Towne Centre Dr, Lathrop, CA 95330-9358

Customer signature: _____

Date: _____

Coupon ID: 254349-472860

Redemption Instructions

1. The FlexCheck Coupon must be submitted on or before the expiration date. Late submission is not accepted.
2. Customer must sign and date the Flexcheck Coupon.
3. Customer can mail the Flexcheck Coupon or send it in electronically.
Flexcheck Processing Center
3300 N. Cimarron Road or Fax 866-891-2088 or CustomerCare@TPx.com
Las Vegas, NV 89129
4. Processing center is not authorized to change the program terms. Flexcheck is credited in four (4) installments. No exception is accepted

Important notes

Rebate amount will be applied to the next four invoices (25% on each invoice) after the date a properly completed Flexcheck Coupon signed by the Customer is received by TPx before expiration.

Rebate coupons shall have no value except for redemption value in the Program and may not be redeemed for cash.

v090717

**FlexCheck Coupon**Expiration Date: 90 days after Statement / Date printed on 1st invoice

Pay to the order of: CITY OF LATHROP

Rebate amount: \$1200

Credits paid in 4 equal installments

Service location: 2112 E Louise Ave, Lathrop, CA 95330-9607

Customer signature

Date

Coupon ID: 254349-472859

Redemption Instructions

1. The FlexCheck Coupon must be submitted on or before the expiration date. Late submission is not accepted.
2. Customer must sign and date the Flexcheck Coupon.
3. Customer can mail the Flexcheck Coupon or send it in electronically.
Flexcheck Processing Center
3300 N. Cimarron Road or Fax 866-891-2088 or CustomerCare@TPx.com
Las Vegas, NV 89129
4. Processing center is not authorized to change the program terms. Flexcheck is credited in four (4) installments. No exception is accepted

Important notes

Rebate amount will be applied to the next four invoices (25% on each invoice) after the date a properly completed Flexcheck Coupon signed by the Customer is received by TPx before expiration.

Rebate coupons shall have no value except for redemption value in the Program and may not be redeemed for cash.

v090717



911 for SmartVoice Addendum

It is essential that SmartVoice customers be aware of what is required for their 911 calls to go to the correct Public Safety Answering Point (PSAP) so that emergency personnel respond to the location from which the call was actually made.

If you do not provide TPx Communications with accurate phone number and location information for each telephony device, the 9-1-1 operator may send emergency responders to the location where the main telephone system is located (such as headquarters or a main building) rather than to the exact location from which the 9-1-1 call was placed, posing a major risk to employees and customers. Additional information at www.tpx.com/user-guides

1) Accurate Location / Address and Caller ID Information

Accurate location/address and Caller ID information is needed for each telephony device, especially if you use a Private Network or MPLS services to extend your telecommunications services to other physical locations. Therefore, any time a telephony device is unplugged from one location and moved to a distant location, you need to notify TPx and request a change in your telephone number location records.

2) Power Outages

Unlike traditional voice services, VoIP and data services may not function during a power outage, causing you to be unable to make 911 calls. For VoIP services, including 911, to function in power outages, a back-up power supply, such as back-up batteries or a generator, is required. TPx does not supply such sources of back-up power.

Disclaimer of Liability and Indemnification.

We do not have any control over the answering and response to 911 calls. We disclaim all responsibility for the conduct of any emergency response centers. We rely on third parties to assist us in routing 911 calls to emergency response centers. We disclaim any and all liability or responsibility in the event such third party call routing is incorrect or yields an erroneous result. NEITHER TPX NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You shall defend, indemnify, and hold harmless TPx, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

YOU ARE RESPONSIBLE FOR NOTIFYING TPX OF ANY CHANGES TO THE SERVICE LOCATION AND CONTACT INFORMATION PROVIDED TO ALLOW THEM TO MAINTAIN ACCURATE RECORDS AT ALL TIMES. NOT FOLLOWING THESE REQUIREMENTS MAY RESULT IN AN ADDITIONAL \$125.00 FEE ASSESSED FOR EACH 911 CALL PLACED FROM A LOCATION NOT PROPERLY DOCUMENTED IN THE DATABASE.

FINALLY, USE OF THIS SERVICE AT A NON-REGISTERED LOCATION OR FAILURE TO PROVIDE UPDATED INFORMATION TO TPX THAT RESULTS IN INACCURATE DATABASE RECORDS CAN CAUSE 911 CALLS TO BE ROUTED TO AN INCORRECT PSAP THAT CANNOT PROVIDE EMERGENCY SUPPORT TO YOUR LOCATION.



**TPx Communications Service Level Agreement (SLA)
Packet-Based Services**

Core Network Availability	
Time Interval Measurement	Calendar Month
Remedy	1/30 th MRC for each .001% below 100%

Core Network Latency	West Central or East Regional Networks	Inter-Regional Networks (West to Central or East to Central)	National Network (Between West and East Regional Networks)
Latency (Round Trip, in milliseconds)	30 ms	50 ms	90 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 1 ms above 30 ms average	1/30 th MRC for each 1 ms above 50 ms average	1/30 th MRC for each 1 ms above 90 ms average

Core Network Packet Delivery Availability	99.9%	99.9%	99.9%
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full 1% below 99.9%	1/30 th MRC for each full 1% below 99.9%	1/30 th MRC for each full 1% below 99.9%

Core Network Packet Delay Variation/Jitter (One way, in milliseconds)	ⓄNet IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	ⓄNet IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	ⓄNet IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=7 ms COS 2 <=14 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 2 ms above SLA for one Class of Service	1/30 th MRC for each 2 ms above SLA for one Class of Service	1/30 th MRC for each 2 ms above SLA for one Class of Service

UCx Voice Availability			
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability

SmartVoice Voice Availability			
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability



TPx Communications Service Level Agreement (SLA) Packet-Based Services

1. General

- a. TPx Communications is committed to providing its customers with the highest quality communications services. As a result, TPx will provide network service level remedies for the following categories, if applicable, for the listed services and features below purchased by the Customer:
 - Network Availability
 - Time to Repair
 - Service Response Time
 - Latency
 - High Availability Network and CPE
 - Packet Delivery
 - Packet Delay Variation
 - UCx Availability
 - SmartVoice Availability
 - Single Availability Network and CPE
- b. These guarantees apply to those services that use TPx's Local Access Circuit and Core Network for the delivery of its voice and/or data services, as well as TPx services delivered over customer-provided local access transport if TPx provides Customer Premises Equipment (CPE) and other equipment for those specific TPx services. Local Access Circuit and services provided directly to the customer by an independent local access transport service provider, such as Internet or other services, are not covered by this SLA. TPx-provided cellular network access is covered under this SLA only if sufficient real-time signal strength and bandwidth are available from the cellular provider to support the TPx services that will access it. These services are described in Section 3 below. For integrated services over the same access circuit, the SLA will only apply to the service affected by the impairment.
- c. TPx service is interrupted or impaired when it falls below the performance specifications of this SLA due to failure of the TPx network, equipment, or facility component used to provide service under this SLA. An interruption or impairment period begins when the customer reports an inoperative service to TPx, or when TPx notifies the customer of such interruption or impairment and the service is made available by the customer to TPx for testing and repair. The interruption ends when TPx notifies the customer that the service is operative.

2. Service Credit Claim Procedure and Limitations

- a. The customer must initiate the service credit claim within 45 business days after the end of the calendar month during which the event occurred. TPx will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TPx, exceed in any month the total Monthly Recurring Charge (MRC) owed by the customer for the affected service(s) and associated local access in that calendar month. No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.
- b. TPx will not provide any credit allowance for service interruptions or impairments that are:
 1. Caused by the negligence of the customer or any third party not associated with TPx.
 2. Due to the failure of communications and network services, equipment, local access or systems provided by the customer or any third party not associated with TPx.
 3. During any period in which TPx does not have access to the premises where the service is located.
 4. Released to TPx for maintenance purposes, to make rearrangements or reconfigurations, or to implement an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
 5. During planned or emergency/unplanned network maintenance activities. Planned maintenance activities are scheduled from 12 midnight to 6 AM local time, seven days per week. Unplanned, emergency network maintenance activities may occur at any time. Both of these activities could result in a customer service interruption or impairment. TPx will make every reasonable effort to minimize any customer service interruption or impairment during these activities. TPx will use reasonable efforts to notify Customer in advance of a planned or emergency maintenance that may cause an extended impairment or interruption to their services.
 6. Caused when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.



TPx Communications Service Level Agreement (SLA) Packet-Based Services

7. Caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TPx, criminal actions taken against TPx, acts of God, and other circumstances beyond TPx's reasonable control.
8. During periods of temporary discontinuance of service as specified in TPx's applicable tariffs, Fraud Guidelines, Acceptable Use Policy (AUP), Customer's TPx Account Agreement (TAA) and Customer Addendums.

3. SLA definitions and other relevant information

- a. **Month** is measured over any thirty (30) period.
- b. **Cellular 4G network availability** is dependent upon the cellular network provider's network bandwidth and signal strength at any point in time after the 4G service connection is placed at the customer premises by TPx or the customer. TPx will make reasonable efforts for 4G equipment placement to ensure maximum bandwidth and signal strength access according to the customer's placement requirements. After installation, TPx is not responsible under this SLA if the 4G network's performance including, but not limited to, bandwidth availability and signal strength, is not capable at any point in time to support TPx services.
- c. **Core Network** is defined as being where the Customer's Local Access Circuit is terminated to the TPx Core Network edge equipment's ingress demarcation, across our Core Network to the far end TPx Core Network edge egress demarcation. The far end is then terminated to another customer Local Access Circuit, an Internet peering point, an interconnection to the Public Switched Telephone Network, other public voice termination network, or other circuit or service that is not part of TPx's Core Network. TPx Core Network Availability Objective is TPx's calendar month goal for availability of our core network. It is calculated as the percentage of time that the core network is capable of accepting and delivering customer communications to the total time in the measurement period.
- d. **Local Access Circuit** is defined as being provided to the Customer directly by TPx and not by an independent and unaffiliated third party.
- e. **Customer local access latency** or other Customer network destination latency outside TPx's Core Network, whether on TPx- or customer-provided or another network end point, is not covered by this SLA, although TPx-provided Local Access availability is covered under Time to Repair for Network Availability. Local Access (whether provided by TPx or the Customer) and other non-TPx destination network latency varies greatly by a number of factors for each location. For further information, TPx has a latency application note available for Customer review that further addresses these factors regarding their application latency requirements.
- f. **Customer MRCs (Monthly Recurring Charges)** covered by this SLA may include Access, Port, Service, Feature and CPE according to the impact of a service outage or interruption.
- g. **Customer-provided Local Access Circuit** is defined as any Local Access Circuit at the Customer's premises that is not provided by TPx. Customer-Provided Local Access Circuits are not covered by TPx SLAs for Local Access Circuit availability. However, the services TPx provides over that circuit are covered in this SLA if: (1) the service is managed by a TPx-provided CPE, (2) the Customer-Provided Local Access Circuit is the bandwidth and quality recommended by TPx for all TPx-provided services and non-TPx bound traffic, (3) the Customer-Provided Local Access Circuit is operating within the service provider's SLA, and (4) the customer provides such SLA to TPx prior to installation of TPx services, as well as at any subsequent updates in the future, and upon our request.
- h. **High Availability CPE** is defined as multiple instances of TPx-provided equipment configured in a High Availability design. Remedies are available when all instances of TPx-provided High Availability CPE are out of service.
- i. **High Availability Local Access Network** is defined as a combination of two or more independent TPx-provided Local Access Circuits, High-Speed Internet Access (HSIA) services, and/or Customer-provided local access services terminated into TPx-provided High Availability equipment at the Customer's premises, as defined below. Remedies are available when the Customer is completely out of service. Customer-provided Local Access Circuits may be included in a High Availability Local Access Network and



TPx Communications Service Level Agreement (SLA) Packet-Based Services

- this SLA, but their monthly recurring charges are not covered by this SLA's remedies for any interruption or impairment of those services or a High Availability Local access outage.
- j. **HSIA** is defined as high-speed Internet access provided by a TPx-authorized vendor. TPx services that are delivered over a fully operational HSIA service and managed by TPx-provided CPE are treated according to their respective service SLAs.
- k. **Latency** is how much time it takes for a packet of data to get from one designated Core Network PE demarcation point to another Core Network PE demarcation point as defined above, and the packet's return to its origination point across TPx's Core Network.
- l. **Measured throughput** for services at any point in time is the actual available bandwidth for Customer data which can vary from the subscribed bandwidth due to service port speed, network and application protocol overhead (such as IP, Ethernet and application headers, transmissions, retransmissions and application protocol acknowledgments, error correction and time stamps), types of traffic contending for bandwidth and their prioritization plus other factors associated with communication services and the technologies used. Measured throughput rate is also determined by the slowest link between you and the endpoint you are communicating with especially over the Internet.
- m. **Packet Availability** is the difference between the number of packets transmitted at ingress to TPx's Core Network and the total number of packets received at egress from TPx's Core Network.
- n. **Packet Delay Variation (Jitter)** is the variation in the time between individual packets arriving. Jitter is measured one-way across TPx's Core Network. SmartVoice and UCx services are covered under the Network Availability SLA Objective when the customer reports Packet Delay Variation or Jitter.
- o. **Service Response Time** is the time between when a service ticket is opened (by either TPx or the Customer), and the time when TPx begins performance of remedial services, either in person or remotely.
- p. **Single CPE** is defined as a single instance of TPx-provided CPE.
- q. **Single Local Access Circuit** is defined as a TPx-provided Local Access Circuit from the Customer's premises terminated to the TPx Core Network edge equipment's ingress demarcation and may include a TPx-provided network terminating unit. Customer-provided Local Access Circuit and CPE are not included in this definition.
- r. **SmartVoice Voice Availability** – SmartVoice objective is to be available and capable of transmitting inbound and/or outbound calls 100% of the time The TPx voice platform includes the TPx voice switching platforms and trunking connections to the public switched telephone network (PSTN) or other public voice termination networks. Voice platform downtime shall exist when a Customer location's voice service is unable to transmit inbound and/or outbound voice calls on at least 25% of its SmartVoice subscribed call paths. Voice platform downtime is measured based on the total outage time incurred by the Customer.
- s. **Time to Repair** is the time between when the Customer first reports a service outage to TPx, or TPx notifies the customer that a trouble ticket has been opened on their behalf and the customer releases the service for repair, and when TPx notifies the customer that it is back in service.
- t. **UCx Voice Availability** – UCx's objective is to be available and capable of transmitting inbound and/or outbound calls 100% of the time. The TPx voice platform includes the TPx voice switching platforms and trunking connections to the public switched telephone network (PSTN) or other public voice termination networks. Voice platform downtime shall exist when a particular Customer location's voice service is unable to transmit inbound and/or outbound voice calls on at least 25% of its UCx subscribed seats or 25% of incoming/outgoing subscribed call path capacity. Voice platform downtime is measured based on the total outage time incurred by the Customer.
- u. TPx Service acronym definitions
- UCx – Hosted Unified Communications
 - SmartVoice/SIP Trunking – Session Initiation Protocol Trunking Services using Voice over Internet Protocols for delivery of SIP, Primary Rate interface and Channel Associated Signaling trunking or Business Lines
 - MSR IP VPN – Managed Services Router using Internet Protocol Virtual Private Network
 - VPLS – Virtual Private Local Area Network
 - EPL – Ethernet Private Line
 - Internet/Direct Internet Access (DIA)
 - HSIA – High Speed Internet Access



TPx Communications Service Level Agreement (SLA) Packet-Based Services

- OneNet IP-VPN/MPLS – Internet Protocol Virtual Private Network using Multi-Protocol Label Switching

4. TPx SLA for Services and Networks

- a. TPx's objective for all packet-based services is 100% availability.
- b. Time to Repair (TTR) commences once the Customer or TPx opens a repair ticket, and the Customer makes the service available to TPx for repair.
- c. Services covered:
 - UCx
 - VPLS
 - SmartVoice/SIP Trunking
 - EPL
 - OneNet IP-VPN/MPLS
 - TPx Internet/DIA
 - IP VPN
 - HSIA

Service Response Time	
Time Interval Measurement	<=1 hour for all Services to begin remedial activities
Remedy	1/30 th MRC for each hour exceeding 1 hour

Core Network Availability	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

High Availability Service with a combination of Two or More TPx-Provided Local Access Circuits, HSIA's or Customer-Provided Circuits and TPx High Availability CPE	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

High Availability CPE	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

Single Local Access Circuit provided by TPx (except HSIA)	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

Single HSIA	
TTR	<=24 hours
Remedy	>24 hours: 1/30 th MRC for each 4 hours exceeding 24 hours

Single CPE	
TTR	<=24 hours
Remedy	>24 hours: 1/30 th MRC for each 4 hours exceeding 24 hours

IMPORTANT: THIS CONTRACT INCLUDES A PROVISION REGARDING BINDING ARBITRATION. SEE SECTION 6 BELOW. THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES, AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "RESOLUTION OF DISPUTES" PROVISION (SECTION 6 BELOW), WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

1. General

(a) These Terms and Conditions are part of the Master Service Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at www.tpx.com/tariffs. All services provided under this Agreement are collectively referred to as the "Services." In the event that the rates, terms and conditions in this Agreement conflict at any time with those set forth in our federal and/or state Tariffs applicable to the Services, the rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (www.tpx.com/rates) which will become part of this Agreement.

(b) We may increase the rates in this Agreement for non-Tariffed Services to pass through any price increases imposed on us by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by our wholesale providers of such services. We may also change the rates, terms and conditions applicable to non-Tariffed Services ("Revisions") by giving you at least thirty (30) days prior written notice and posting such Revisions to our website at www.tpx.com/notices. You will receive notice of the Revisions in your monthly invoice at least thirty (30) days prior to the effective date of any change. You shall then have thirty (30) calendar days from the date of the aforementioned invoice to provide us with written notice that the Revisions to changed terms or conditions adversely affect your use of the Service(s). If after said notice, we are able to verify such adverse effect and are able to eliminate said adverse effect, we shall provide you with a written addendum to this Agreement to confirm your assent to our elimination of the adverse effect on your Service(s). However, if we are unable reasonably to eliminate the Revision's impact on such Service(s), we will send you written notice of our inability to reasonably eliminate the Revision's impact, and then you may terminate the impacted Service(s) without further obligation to us beyond the termination date, including termination charges, if any. This shall be your sole and exclusive remedy for changed terms or conditions. If you do not notify us in writing of your election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of our inability to reasonably eliminate the Revision's impact, you will be deemed to have consented to the changes and to a continuation of the Service(s), subject to the Revisions. If we materially increase the rates applicable to any of our non-tariffed Services, except for pass-through rate increases, you may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided you notify us in writing before the effective date of the rate increase. If you do not notify us in writing of your election to terminate the affected Service(s) for increase in rates prior to the effective date of the rate increase, you will be deemed to have consented to the changes and to a continuation of the Service(s) subject to the Revisions.

(c) Under certain conditions, you may request that installation of Services be expedited by agreeing to pay an Expedite Fee. No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for your installation process and installation is not entirely in

our control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond the projected or requested date. A list of Expedite Fees and other charges for Changes to Services ordered are available at: www.tpx.com/rates.

(d) A change in the manner in which we deliver Services to you may result in an increase in rates for those Services. Also, if a portion of your Services require a third party vendor, an additional charge for special construction may apply. If we cannot deliver Services to you at the rates you have agreed to pay because of the cost of the technology used or construction required to deliver the Services, including an acceptable profit margin, we will notify you in writing of that fact before any change in the technology used and seek your consent to a change in the rates or additional charge under this Agreement. If you do not provide us with written notice of your refusal to consent to the increased rate within five (5) business days after receipt of such notice, during which time we may delay the installation of any change in technology, we may consider your lack of objection to the increase in rate or additional charge to be your consent to the increased rate or additional charge for the Services under this Agreement. If you object to such increase or charge within the period provided, you or we may terminate the Agreement on written notice without further obligation beyond the date of termination, including for termination charges.

2. Term, Billing, and Payment

(a) **Effective Date.** This Agreement is effective when it has been signed by you and accepted by TPX Communications either by execution on behalf of TPX Communications or by TPX Communications commencing the Services delivery process. Upon approval, we will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the Services.

(b) **Term.** The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The Initial Term or Renewal Term (also referred to herein and on the Service Agreement as "Service Term") will automatically renew for successive Renewal Terms ("Automatic Renewal Term") of one (1) year each thereafter, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system. You may order additional services at your existing Service Location(s) under this Agreement for which Service(s) shall have an Initial Term coterminous with the Initial or Renewal Term of the existing Service(s) at said Service Location, subject to our acceptance. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The Initial Term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining Term of any Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) **Billing.** We will begin invoicing you for the Services and other charges after we give you notice that the Services are installed and available for your use and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all Other Charges and Government Fees and Taxes which will be separately listed on each invoice. We may require, in our sole discretion, that you provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit shall not bear interest unless required by law. If you delay acceptance of the Services after

receiving notice that Services are available, we may, in our sole discretion, begin invoicing you for the ordered Services. If you continue to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, you will have materially breached this Agreement, and we will be entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of this Agreement.

(d) **Back-billing.** We will endeavor to bill you for charges on a timely basis. However, unless proscribed by state regulation, you shall nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel or other excuse of your obligation to pay our charges, irrespective of the length of the delay. Nothing herein shall toll the running of any statute of limitations applicable to such obligations.

(e) **Payment.** Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after the Pay By Date or your right to any billing adjustment shall be waived. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. We may also suspend your services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(f) If the Initial Term is for sixty (60) months or more and Services have been installed for at least twenty-four (24) months, Customer may provide TPx Communications at retention@tpx.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Initial Term from a competitive carrier for the identical Services with the same terms as provided pursuant to this Agreement and all Addendums, one time, and TPx Communications shall have thirty (30) calendar days after receipt of the bona fide written quote to match or beat the competitive carrier's offer. "Identical," as used herein, is to be narrowly construed to mean the Services and all terms and conditions must be the same in all material respects. If for any reason TPx Communications fails to provide the Services at the lower rate, Customer may terminate the Services without liability for early termination.

3. Your Obligations

(a) **Equipment.** Devices used in conjunction with any of TPx's Service (referred to herein as "Equipment") may be: (1) purchased by Customer from TPx via a single payment, (2) purchased by Customer from TPx via Installment Purchase, (3) rented by Customer from TPx, or (4) provided by Customer for use with the TPx Services. Terms and conditions relating to Equipment are provided in the Equipment Addendum to this Agreement www.tpx.com/Equipment-Addendum.pdf.

(b) **Building Access.** You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) **Responsibility for Message Content.** You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) **Use of Services.** You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper

use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at www.tpx.com/acceptable-use-policy. The AUP may be amended from time to time. If we materially change the AUP, you shall be provided the same right to notification and cancellation provided in Section 1(b) of this Agreement.

(e) Third-Party Obligations. You are responsible to pay any third-party vendor charges for third party vendors you retain such as retaining a vendor for installation of necessary inside wiring. Also, you are responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s). Disconnection of such services may not be delegated to us.

(f) Network Security. You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. Read and follow the Fraud Guidelines provided at www.tpx.com/fraud-guidelines. Failure to follow the steps provided may result in a greater likelihood that your network will be exposed to fraud. Also, we urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties.

YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, after providing such notice, if you continue to use Service(s), by your continued use, you are agreeing to continue to receive and pay for Service(s) under this Agreement on a month-to-month basis. However, even after termination of this Agreement for Services ordered for the original Service Location(s) or additional Service Location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before Services are installed and available for your use, you must do so in writing, and you shall pay to TPx Communications as a pre-installation charge ("Cancellation Charge") an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) if your Services require a third party that we contract with to provide some or all of the underlying services, a charge from the third party, which as a result of your cancellation, we become obligated to pay, and (3), if this Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if this Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. You agree that such a termination charge is a reasonable amount because, among

other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by us if you terminate this Agreement or any orders for Services.

(b) Either party may terminate this Agreement upon thirty (30) day notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible for (a) service charges for the period before the date of termination and (b) all remaining installment payments for the Equipment that you purchased from us via your Installment Payment Purchase as provided in the Equipment Addendum. If, however, we terminate this Agreement as a result of your material breach, or you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall pay to us a termination charge as follows:

(i) If Service Term is equal to or less than thirty-six (36) months:

(A) If the effective date of the termination occurs before the last year of the Initial or Renewal Term, we will determine the termination charge (also referred to herein as "ETF") as though you had elected an Initial Term ending within the Term year in which you terminate ("Revised Alternate Term"). For example, if you terminate in the 13th month of a three year Term, the Revised Alternate Term would be two years. We will also determine the monthly recurring charge ("MRC") that would have applied if you had chosen the Revised Alternate Term when you first selected a Term ("Default MRC"). You will then pay us a termination charge equal to: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); (2) the difference between the monthly recurring charges you actually paid for the terminated Services through the effective date of termination and the Default MRCs that would have applied under a Revised Alternate Term; and (3) fifty percent (50%) of the Default MRCs for the period starting with the effective date of termination and ending on the expiration of the Revised Alternate Term. If your Services require a third party to provide some or all of the underlying services, in addition to the termination charge calculation stated above, you shall pay a charge from the third party, which as a result of your termination we become obligated to pay for the portion of your Service provided by a third party.

(B) If the effective date of the termination occurs during the last year of the Initial or Renewal Term, you will pay us a termination charge equal to: (1) The non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); and (2) 50% of the monthly recurring charges for the period starting with the effective date of termination and ending on the expiration of the Initial or Renewal Term.

(ii) If Service Term is greater than thirty-six (36) months, the ETF will be calculated as specified in section 4, paragraph (b) subparagraph (i) above for a termination within the first thirty-six (36) months. Thereafter, for terminations after the thirty-sixth (36th) month, the ETF will be twenty-five percent (25%) of the remaining months of MRCs.

If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice to retention@tpx.com thirty (30) days in advance, and the effective date of the termination will be the end of that thirty (30) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(b) If you request that we move your Services from your current Service Location to a different Service Location, you may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of your termination, we become obligated to pay to a third party

provider of the underlying facilities, and (ii) installation charge at the new Service Location. Also, a new Term may apply to any Services moved to a new Service Location.

All termination charges are due and payable immediately on the effective date of termination (including the 50% of remaining monthly recurring charges), and are in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination.

You agree that each of the above termination charges is a reasonable amount to compensate us for lost MRCs and usage charges following termination. You agree because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by us if you terminate this Agreement or any orders for Services.

(c) In addition to any other recoveries we are entitled to, we shall be entitled to recover from you for undisputed payment delinquencies all of the costs we incur (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by you along with all other damages we incur as a result of your breach or other termination of this Agreement, including without limitation termination charges, past due recurring and usage charges, any damage to our equipment, any promotional credits provided to you and any amounts we have to pay to third parties because of violations by you of our AUP. Notwithstanding the foregoing, if you are determined to be the prevailing party, you shall be entitled to recover reasonable attorneys' fees and court costs.

(d) Sections 4–6 of this Agreement, inclusive of sub-sections, shall survive any termination or expiration of this Agreement.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) **WARRANTY DISCLAIMER.** WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) **Credit Allowances for Interruption of Service.** If an interruption or failure of Service is caused solely by us and not by you or any third party agent, carrier, vendor, employee, or representative of yours or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period from the time of your report to us of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by you for the affected Service in that month. The specific service levels, related credits and steps you must take to apply for credits are available on our website at www.tpx.com/sla. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS). ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS SECTION 5, OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) YOUR PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) **Indemnification.** You will defend, indemnify and hold us harmless (including our officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to your use of the Services. This indemnity will not be available if the damage or loss is due to our willful or reckless acts or omissions. Subject to the limitation of liability set forth in sub-section (c) of this Section, we will defend, indemnify and hold you harmless (including your officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to our delivery of the Services to you. This indemnity will not be available if the damage or loss is due to your willful or reckless acts or omissions.

6. Resolution of Disputes: Binding Arbitration (Jury Trial Waiver), No Class or Representative Actions or Arbitrations

(a) **Binding Arbitration of Any and All Disputes.** **By entering into this Agreement, you and we waive any right to a jury trial, or the right to have any dispute resolved in any court, and instead accept the use of binding arbitration.** As used in this Agreement, "dispute" means any cause of action, claim, case, and/or controversy of any kind arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, and/or the subject matter of this Agreement.

(b) **No Class or Representative Actions or Arbitrations.** **You and we expressly agree that any dispute is personal to us, and any such dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding unless such agreement is not consistent with applicable state law. Neither party agrees to class arbitration, or an arbitration where a person brings a dispute as a representative of any other person or persons except where not permitted by applicable state law. Neither you nor we agree that a dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.**

(c) **The Federal Arbitration Act Applies.** This Agreement affects interstate commerce and the enforceability of Section 6 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law.

(d) **Confidentiality.** The arbitrator and the parties shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(e) **Arbitration Procedures.** If you and we cannot resolve between ourselves any dispute, you and we shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or, if there is no AAA office at that location, then at the AAA office closest to where the services are provided. Either

party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the commercial arbitration rules of the AAA ("AAA Rules") to the AAA. Any party paying the administrative fee may recover the fee if awarded by the arbitrator. The arbitration will be held in accordance with the AAA Rules as modified by this Agreement. The AAA Rules, and other information about the AAA and arbitration, are readily available at www.adr.org, by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the current AAA Rules are unfair in any way. You and we agree that the AAA Rules shall be subject to the terms of this Agreement, changes in procedures that the AAA may make from time to time in its AAA Rules or successor rules to its AAA Rules, and the following modifications:

- (i) As limited by the FAA, the terms of this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the dispute; provided, however, that this power shall not include: (a) the power to determine the question of arbitrability, which power you and we agree shall be vested solely in a court of competent jurisdiction; or (b) the power to conduct a class or representative action or arbitration, which is prohibited by the terms of this Agreement as stated above (Section 6(b)).
- (ii) To the maximum extent permitted by applicable law, each party shall bear the cost of preparing and presenting its case in an arbitration unless the arbitration award provides otherwise.
- (iii) One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for hearings as soon as practicable after the arbitrator is appointed.
- (iv) The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, our applicable tariffs, if any, and any other applicable law. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Agreement (Section 5(c)), and will not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits; provided, however, that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA Rules, that restriction will only be enforced to the extent permitted by such law or rules.

7. Miscellaneous Provisions

- (a) **Assignment and Succession.** You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.
- (b) **Governing Law.** With the exception that the enforceability of Section 6 is governed both procedurally and substantively by the FAA (as stated above), this Agreement shall be construed pursuant to the laws of the state where (i) the preponderance of services are provided (as determined by MRCs) and (ii) we are certificated to provide telecommunication services without regard to the conflicts of law provisions thereof.
- (c) **Force Majeure.** We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other

governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.

(d) Entire Agreement and Modifications. This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives or by a written notice of change pursuant to Section 1(b) hereof.

(e) Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(f) Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(g) Waiver. Under no circumstances shall either party's failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(h) Notices. All notices from you to us must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 515 S. Flower Street, 45th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may be by a letter delivered in that manner or by an email to: retention@tpx.com.

(i) Limitation on Actions. Any legal action (including but not limited to arbitration) arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

8. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.



TPx Communications Service Level Agreement (SLA) for Time Division Multiplexed (TDM) Voice and Data Services

1. General

TPx Communications is committed to providing its customers with the highest quality communications services. As a result, TPx will guarantee network service levels for the following categories, if applicable to TDM Voice and Data services and features purchased: Network Availability, Time to Repair, Latency, and Packet Delivery Guarantees. These guarantees apply to those services that utilize TPx's local access and core network for the delivery of its voice and/or data services as described in Section 3 below. For integrated services over the same access circuit, the SLA will only apply to the service affected by the impairment.

TPx service is interrupted when it becomes impaired to the extent that a Customer's service falls below the performance specifications of this SLA because of the failure of the TPx network, equipment or facility component used to provide service under this agreement. An interruption period begins when an inoperative service is reported by the customer to TPx and the service is released for testing and repair and ends when the customer is notified that the service is operative.

2. Service Credit Claim Procedure and Limitations

The customer must initiate the service credit claim within 45 business days after the end of the calendar month during or for which the event occurred. TPx will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TPx, exceed in any month the total monthly recurring charge (MRC) owed by the customer for the affected service(s) and associated local access in that calendar month. No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.

No credit allowance for service interruptions will be made under the following circumstances:

- Interruptions or impairments caused by the negligence of the customer or any third party not associated with TPx.
- Interruptions or impairments of a service due to the failure of communications and network services, equipment, local access or systems provided by the customer or any third party not associated with TPx.
- Interruptions or impairments of a service during any period in which TPx does not have access to the premises where the service is located.
- Interruptions or impairments of a service when the customer has released the service to TPx for maintenance purposes, to make rearrangements, reconfigurations or for the implementation of an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
- Interruptions or impairments of services that are during planned or emergency, unplanned network maintenance activities. Planned maintenance activities are from 12 midnight to 6 AM local time seven days per week. Unplanned, emergency network maintenance activities may occur at any time. Both of these activities may or may not include a customer service interruption or impairment. TPx will undertake every reasonable effort to minimize any customer service interruption or impairment during these activities and any service interruption or impairment is not covered under this SLA.
- Interruptions of service when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Interruptions or impairments caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TPx, criminal actions taken against TPx, acts of God and other circumstances beyond TPx's reasonable control.
- Interruptions or impairments of service during periods of temporary discontinuance of service as specified in TPx's applicable tariffs, Acceptable Use Policy (AUP) and Customer's TPx Account Agreement (TAA) and Customer Addendums.



TPx Communications Service Level Agreement (SLA) for Time Division Multiplexed (TDM) Voice and Data Services

Section 3 SLAs for Services

TPx TDM Voice Services Subject to SLAs	
<ul style="list-style-type: none"> • Business Lines • PRI • SuperTrunk/CAS • OnePac • Flex • Mpower Office 	

Network Availability SLA Objective	99.999% for both TPx Core Network and TPx Provided Customer Local Access Circuit
Time Interval Measurement	Calendar Month
Time to Repair (TTR)	4 hours for both Core Network and Local Access Circuit
Remedy	<4 hours: \$0 >=4 hours: 1/30 th MRC for each hour exceeding 4 hours

TPx Core Network SLA Objectives	California and Nevada Regional Network	California, Nevada and Texas Inter-Regional, Intra-Texas and Northeast Inter-Regional Networks	National Network (Alaska, Hawaii and International require an SLA Addendum)
Latency (Round Trip in milliseconds)	30 ms	50 ms	90 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 1 ms above 30 ms average	1/30 th MRC for each 1 ms above 50 ms average	1/30 th MRC for each 1 ms above 90 ms average

Voice Availability	100%	100%	100%
Time Interval Measurement	One hour increments	One hour increments	One hour increments
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability

Definitions:

1. TPx Core Network is defined as being from our Provider Edges where TPx connects to the customer's local access circuit and to the far end TPx Provider Edge connecting to an Internet peering point or an interconnection to the Public Switched Telephone Network.
2. Customer Local Access Circuit is defined as being from TPx-provided equipment and/or local access circuit at the Customer premises to the interconnection point to TPx's Provider Edge network.
3. Calendar Month is a period from a specified day in one month to the day numerically corresponding to that day in the following month, less one.
4. Network Availability Objective is the calendar month availability of services to the customer. It is calculated as the percentage of time that the network is capable of accepting and delivering customer communications to the total time in the measurement period. Availability is defined as the customer having use of the service(s) even while another SLA parameter may be subject to repair and remedy.
5. Time to Repair is the period of time when the Customer first reports a service outage to TPx and releases the service for repair and when TPx notifies the customer that it is back in service.



TPx Communications Service Level Agreement (SLA) for Time Division Multiplexed (TDM) Voice and Data Services

6. Latency is how much time it takes for a packet of data to get from one designated point to another and return to its origination point.
7. Packet Availability is the difference between the number of packets transmitted at ingress to TPX's Core Network and the total number of packets received at egress from TPX's Core Network.
8. Measured throughput for services at any point in time can vary plus or minus Ten Percent (10%) less than the Committed Information Rate (CIR) due to service port speed, type of customer traffic and its prioritization plus other factors associated with service delivery and the technology used.
9. Customer MRCs or recurring billing elements that are covered by this SLA may include Access, Port, Service, Feature and CPE according to the impact of a service outage or interruption.

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING PROGRAM AND APPROVE A CONSTRUCTION CONTRACT

RECOMMENDATION: Adopt Resolution Creating CIP PS 20-13 Citywide Pavement Markings and Striping Program and Approving a Construction Contract with Chrisp Company and Related Budget Amendment

SUMMARY:

Creation of Capital Improvement Project (CIP) PS 20-13 Citywide Pavement Markings and Striping Program provides for the ongoing maintenance of pavement markings and striping within the public right-of-way. The contract plans and specifications for this project were completed in May 2019 and were advertised for bid on June 5, 2019 according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of one bid was received and opened by the City Clerk on June 25, 2019. Staff reviewed the bid submitted by Chrisp Company and confirmed the bidder is responsible and submitted a responsive bid with, a base bid amount of \$125,683.

Staff requests City Council approve the creation of CIP PS 20-13 Citywide Pavement Markings and Striping Program, approve a construction contract with Chrisp Company for CIP PS 20-13 Citywide Pavement Markings and Striping Program in the amount of \$125,683, and approve a 10% construction contingency in the amount of \$12,568, for a total cost not to exceed \$138,251. Staff also requests City Council approve a budget amendment transferring \$138,251 from the Local Streets Fund (2080) to the Streets and Road CIP Fund (3310).

BACKGROUND:

In May 2019, staff completed the plans and specifications for the CIP PS 20-13 Citywide Pavement Markings and Striping Program. The project will provide for maintenance of pavement markings and striping in the following areas:

1. Roth Road from Manthey Road to the Pilot Flying J Travel Center
2. Roth Road from Pilot Flying J Travel Center to the eastern City Limits
3. Manthey Road from Lathrop Road to the northern City Limits
4. McKinley Avenue from E. Louise Avenue to W. Yosemite Avenue
5. Portions of W. Yosemite Avenue and Shideler Parkway
6. Howland Road from E. Louise Avenue to the Simplot RR Tracks spur
7. Old Harlan Road from E. Louise Avenue to Harlan Road
8. Queirolo Road from Cul-de-Sac to Sadler Oak

CITY MANAGER'S REPORT **PAGE 2**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING
PROGRAM AND APPROVE CONSTRUCTION CONTRACT AND RELATED BUDGET
AMENDMENT

The project was advertised for bid through Stockton ARC in accordance with the Public Contract Code and Lathrop Municipal Code Section 2.36.060. A total of one bid was received and determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Chrisp Company	\$125,683

Staff requests City Council approve the creation of CIP PS 20-13 Citywide Pavement Markings and Striping Program. Staff also requests City Council approve a construction contract with Chrisp Company for CIP PS 20-13 Citywide Pavement Markings and Striping Program in the amount of \$125,683, and approve a 10% contingency in the amount of \$12,569, for a total cost not to exceed \$138,251.

REASON FOR RECOMMENDATION:

Creation of the CIP PS 20-13 Citywide Pavement Markings and Striping Program will provide maintenance of pavement markings and striping that are slowly deteriorating which the City is responsible for maintaining within the public right-of-way. Approval of the construction contract with Chrisp Company will initiate the first year of this program.

FISCAL IMPACT:

The cost of the aforementioned project is \$125,683 plus a 10% construction contingency, totaling \$138,251. Funds from Fiscal Year (FY) 18/19 will be carried over into 19/20 to cover the cost of the project. Staff requests City Council approve a budget amendment transferring \$138,251 from the Local Streets Fund (2080) to the Streets and Road CIP Fund (3310) as follows:

<u>Decrease Appropriations</u>		
2080-5010-420-3000		\$138,251
 <u>Increase Transfer Out</u>		
2080-9900-990-9010		\$138,251
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 20-13	\$138,251
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 20-13	\$138,251

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

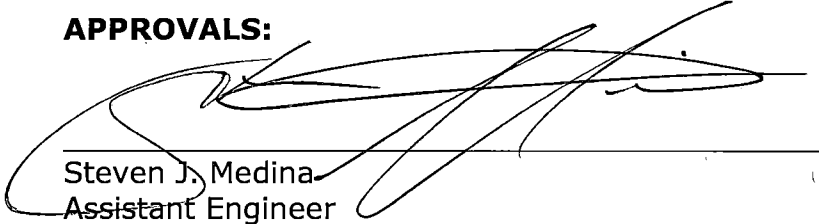
CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING PROGRAM AND APPROVE CONSTRUCTION CONTRACT AND RELATED BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Creating CIP PS 20-13 Citywide Pavement Markings and Striping Program and Approving a Construction Contract with Chrisp Company and Related Budget Amendment
- B. Construction Contract with Chrisp Company CIP PS 20-13 Citywide Pavement Markings and Striping Program

CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING
PROGRAM AND APPROVE CONSTRUCTION CONTRACT AND RELATED BUDGET
AMENDMENT

APPROVALS:



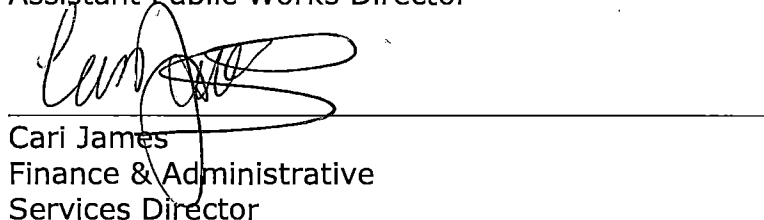
Steven J. Medina
Assistant Engineer

6/26/19
Date



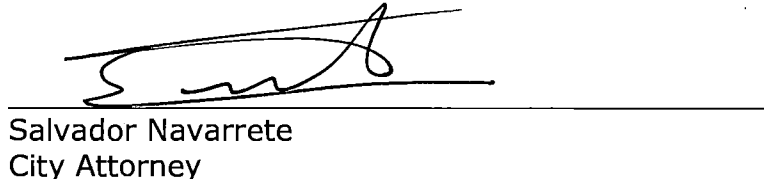
Michael King
Assistant Public Works Director

6-26-19
Date



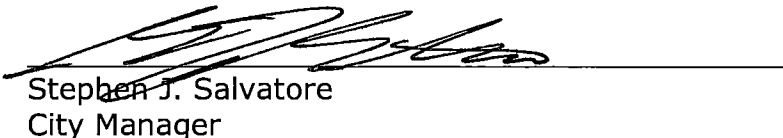
Cari James
Finance & Administrative
Services Director

6/27/19
Date



Salvador Navarrete
City Attorney

6-26-19
Date



Stephen J. Salvatore
City Manager

6-26-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING PROGRAM AND APPROVING A CONSTRUCTION CONTRACT WITH CHRISP COMPANY AND RELATED BUDGET AMENDMENT

WHEREAS, creation of the Capital Improvement Project (CIP) PS 20-13 Citywide Pavement Markings and Striping Program provides for the ongoing maintenance of pavement markings and striping within the public right-of-way; and

WHEREAS, approval is requested to create PS 20-13 with an initial budget of \$138,251 with funding from the Local Streets Fund (2080) for work planned for the current Fiscal Year 2019-20; and

WHEREAS, the contract plans and specifications for this project were completed in May 2019 and were advertised for bid on June 5, 2019 in accordance with the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060; and

WHEREAS, on June 25, 2019, a total of one bid was received and opened by the City Clerk; and

WHEREAS, based upon review and evaluation of the bid, Chris Company was determined to be a responsive and responsible bidder for the project, with a base bid amount of \$125,683; and

WHEREAS, staff requests the City Council approve a construction contract with Chris Company for CIP PS 20-13 Citywide Pavement Markings and Striping Program in the amount of \$125,683; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$12,568, for a total cost not to exceed \$138,251, and authorize staff to spend the contingency, as necessary, to achieve the goals of the project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby create CIP PS 20-13 Citywide Pavement Markings and Striping Program with an approved budget amendment transferring \$138,251 from the Local Streets Fund (2080) to the Streets and Road CIP Fund (3310) as follows:

<u>Decrease Appropriations</u>		
2080-5010-420-3000		\$138,251
<u>Increase Transfer Out</u>		
2080-9900-990-9010		\$138,251
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 20-13	\$138,251
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 20-13	\$138,251

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Chris Company for CIP PS 20-13 Citywide Pavement Markings and Striping Program for a cost of \$125,683; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$12,569, for a total cost not to exceed \$138,251 for the CIP PS 20-13 Citywide Pavement Markings and Striping Program, and authorizes staff to spend this amount, as necessary, to accomplish the goals of the project.

The foregoing resolution was passed and adopted this 8th day of July 2019, 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

PART III
CONTRACT DOCUMENTS

City of Lathrop

SECTION A. CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on the date set forth below, by and between the **City of Lathrop** (hereinafter "City") and _____ (hereinafter "Contractor").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

A-1 CONTRACT DOCUMENTS

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. General Conditions, Supplemental Conditions and Technical Specifications
6. Working Details and Plans
7. All Addenda and Change Orders
8. City of Lathrop Department of Public Works Design and Construction Standards (current edition at time of bidding)
9. Caltrans Standard Specifications and Standard Plans (current edition at time of award).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

A-2 THE WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

CIP PS 20-13 Citywide Markings and Striping Program FY 19/20 & 20/21

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

Construction Contract

The Work to be performed under this contract includes all work as detailed below, including but not limited to the removal and refreshing of items and quantities described in *Table 1: Project Bid Awarded on Items 1 through 23*.

The City of Lathrop will periodically make these modifications to existing pavement markings and striping, and add new pavement markings and striping to City streets. Once the initial refreshing has been completed, a two (2) year contract may ensue. The Contractor will schedule the work to be completed and submit a work schedule for the City to review and approve. See Technical Specification for further detail.

The work performed and completed as required in the Plans and Specifications shall be under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Robert McGinnis, senior construction inspector.

A-3 CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars (\$_____) subject to additions and deductions as provided in the Contract Documents. If applicable, the sum includes project bid and accepted alternate bid items numbered _____. If applicable, all other alternate bid items are rejected by City, and are not included in this Contract. (See Project Bid Schedule.)

A-4 TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within thirty (30) working days of said Notice to Proceed. The City may elect to renew the contract commencing on July 1, 2020, for up to two (2) additional two-year periods, not to exceed June, 2024. Along with any contract extension, the contract amount will increase by the Construction Price Index (CPI) on the anniversary date each year.

A-5 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 all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

A-6 BID SCHEDULE

<INSERT BID SCHEDULE AFTER BID OPENING>

TOTAL BID AMOUNT: _____

Construction Contract

A-7 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.

A-8 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.

- (a) 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;
- (b) 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
- (c) 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.

A-9 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.

A-10 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, unless

Construction Contract

a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

A-11 APPRENTICES

- (a) 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.
- (b) 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.
- (c) 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.

A-12 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.

A-13 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:

Construction Contract

- (a) 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.
- (b) 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.
- (c) 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.

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.

A-14 PREVAILING WAGES

- (a) 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

Construction Contract

"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.

- (b) 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. 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.

A-15 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.

A-16 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.

A-17 INTERPRETATION

- (a) 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

Construction Contract

experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

- (b) 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.

A-18 APPLICABLE LAW

- (a) 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.
- (b) 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.

A-19 AUTHORITY TO EXECUTE

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

Construction Contract

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

DATED this _____ day of _____, 2019.

CONTRACTOR:

By: _____

Title: _____

CITY OF LATHROP:

By: _____

Name, Title: Stephen J. Salvatore, City Manager

SECTION B. PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the City of Lathrop awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Citywide Markings and Striping Program FY 19/20 & 20/21

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and Surety, are held and firmly bound unto the City of Lathrop, in the sum of _____ dollars (\$ _____), to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lathrop, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Performance Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

SECTION C. PAYMENT BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, The City of Lathrop has awarded to _____, as principal, hereinafter designated as the "Contractor," a Contract for the work described as follows:

Citywide Pavement Markings and Striping Program FY 19/20 & 20/21

AND WHEREAS, said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.*, Civil Code, to furnish a bond in connection with said contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the City of Lathrop in the sum of _____ dollars (\$ _____), said sum being determined consistent with the provisions of section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.* of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Payment Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must be acceptable to the City and meet all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in San Joaquin County.

**SECTION D. CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

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

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR:

By: _____

Title: _____

(Business Address)

(Place of Residence)

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE CONSTRUCTION CONTRACT FOR CIP
PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD
PARK**

RECOMMENDATION: **Adopt Resolution Approving a Construction
Contract with WABO Landscape and
Construction, Inc., for Construction of CIP PK
19-03 Mosssdale South Neighborhood Park and
Related Budget Amendment**

SUMMARY:

On October 8, 2018, City Council approved Capital Improvement Project (CIP) PK 19-03 Mosssdale South Neighborhood Park ("Park") located at the corner of Inland Passage Way and Golden Spike Trail. The contract plans and specifications for this project were completed in May 2019 and were advertised for bid on June 5, 2019, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of four bids were received and opened by the City Clerk on June 25, 2019. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be WABO Landscape and Construction, Inc. (WABO), with a base bid amount of \$1,315,956.62.

Staff requests the City Council approve a construction contract with WABO for CIP PK 19-03 Mosssdale South Neighborhood Park in the amount of \$1,315,956.62. Staff also requests Council authorize a 10% construction contingency in the amount of \$131,595.66 for a total cost not to exceed \$1,447,552.28. Staff also requests City Council approve a budget amendment transferring \$360,000 from the Culture and Leisure Fund (2260) to the General CIP Fund (3010).

BACKGROUND:

The West Lathrop Specific Plan established a network of parks dispersed throughout the entire Mosssdale Village area. The Mosssdale Landing East Urban Design Concept (UDC), which was originally adopted in February 2004, identified the Mosssdale South Neighborhood Park. The Park is located on an approximately 4-acre site at the corner of Inland Passage Way and Golden Spike Trail. A project location map is included as Attachment B. In accordance with the UDC, the Park will include a covered picnic area with barbecue, landscaped walking paths, open turf areas with trees, play structures, and a half-court basketball court.

CITY MANAGER'S REPORT **PAGE 2**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR CIP PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD PARK

In May 2019, staff completed the plans and specifications for the Park. The project was advertised for bid through Stockton ARC in accordance with Lathrop Municipal Code Section 2.36.060. A total of four bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
WABO Landscape and Construction, Inc.	\$1,315,956.62
Marina Landscape Inc.	\$1,395,453.86
Odyssey Landscape	\$1,451,432.52
Diede Construction	\$1,648,581.04

Staff reviewed bids and determined that the lowest responsive and responsible bidder is WABO. Staff requests the City Council adopt a resolution approving a construction contract with WABO in the amount of \$1,315,956.62. Staff also requests City Council authorize a 10% construction contingency of \$131,595.66 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$1,447,552.28.

REASON FOR RECOMMENDATION:

This project was designed in accordance with the Mossdale Landing East UDC, and funding for the Park was included in the FY 19/20 budget. Based on review of bids received, WABO was determined to be the lowest responsive and responsible bidder. City Council is requested to approve the construction contract with WABO in the amount of \$1,315,956.62, plus a 10% contingency in the amount of \$131,595.66 for a total cost of \$1,447,552.28.

FISCAL IMPACT:

Staff requests City Council approve a budget amendment transferring \$360,000 from the Culture and Leisure Fund (2260) to the General CIP Fund (3010) as follows:

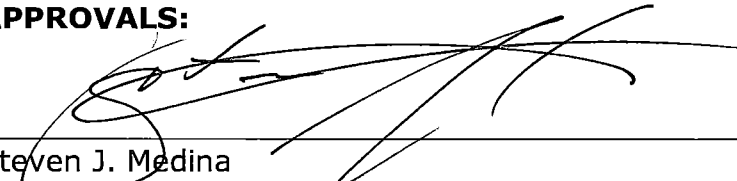
<u>Increase Transfer Out</u>		
2260-9900-990-9010		\$360,000
<u>Increase Transfer In</u>	PK 19-03	
3010-9900-393-0000		\$360,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 19-03	\$360,000

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with WABO Landscape and Construction, Inc., for Construction of CIP PK 19-03 Mosssdale South Neighborhood Park
- B. Construction Contract with WABO Landscape and Construction, Inc., for Park Construction, CIP PK 19-03 Mosssdale South Neighborhood Park
- C. Mosssdale South Neighborhood Park Site Map

CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR CIP PK 19-03 MOSSDALE SOUTH
NEIGHBORHOOD PARK

APPROVALS:




Steven J. Medina
Assistant Engineer

6/24/19
Date




Michael King
Assistant Public Works Director

6-24-19
Date




Cari James
Finance & Administrative
Services Director

6/24/19
Date



Salvador Navarrete
City Attorney

6-26-19
Date



Stephen J. Salvatore
City Manager

6-28-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH WABO LANDSCAPE AND CONSTRUCTION, INC., FOR CONSTRUCTION OF CIP PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD PARK

WHEREAS, on October 8, 2018, City Council approved CIP PK 19-03 Mossdale South Neighborhood Park ("Park") located at the corner of Inland Passage Way and Golden Spike Trail; and

WHEREAS, the contract plans and specifications for the Park were completed by staff in May 2019 and were advertised for bid on June 5, 2019, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total four bids were received and opened by the City Clerk on June 25, 2019; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be WABO Landscape and Construction, Inc. (WABO), with a base bid amount of \$1,315,957; and

WHEREAS, staff requests the City Council approve a construction contract with WABO for the Park in the amount of \$1,315,957; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$131,596 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$1,447,552.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with WABO Landscape and Construction, Inc., for CIP PK 19-03 Mossdale South Neighborhood Park for a cost of \$1,315,957; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$131,596 for a total cost not to exceed \$1,447,552 for CIP PK 19-03 Mossdale South Neighborhood Park, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of Lathrop does hereby approve a budget amendment transferring \$360,000 from the Culture and Leisure Fund (2260) to the General CIP Fund (3010) in order to have the necessary funds to pay for the project as follows:

<u>Increase Transfer Out</u> 2260-9900-990-9010		\$360,000
<u>Increase Transfer In</u> 3010-9900-393-0000	PK 19-03	\$360,000
<u>Increase Appropriation</u> 3010-8000-420-1200	PK 19-03	\$360,000

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

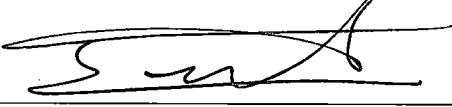
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CM #: _____

SECTION A. CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on the date set forth below, by and between the **City of Lathrop** (hereinafter "City") and <name, mailing address and phone> (hereinafter "Contractor").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

A-1 CONTRACT DOCUMENTS

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. Payment Bond to Accompany Contract
6. Performance Bond to Accompany Contract
7. General Conditions, Supplemental Conditions and Technical Specifications
8. Working Details and Plans
9. All Addenda and Change Orders
10. City of Lathrop Department of Public Works Design and Construction Standards (current edition at time of bidding)
11. Caltrans Standard Specifications and Standard Plans (current edition at time of bidding).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

A-2 THE WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

Mossdale South Neighborhood Park PK 19-03

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

Construction Contract

The Work to be performed under this contract is generally described as, but not necessarily limited to: installation of seat wall, basketball court striping and surfacing, mow curb, pedestrian condition concrete paving, rubberized playground surfacing & edging, barbeque station, drinking fountain, picnic table, bike rack, backed & backless benches, trash receptacles, picnic shelter, basketball goal assembly, pet waste station, park light base, irrigation, and planting

The work performed and completed as required in the Plans and Specifications shall be under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Ken Reed, Senior Construction Manager.

A-3 CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars (\$_____) subject to additions and deductions as provided in the Contract Documents. If applicable, the sum includes base bid and accepted alternate bid items numbered _____. If applicable, all other alternate bid items are rejected by City, and are not included in this Contract. (See Bid Schedule.)

A-4 TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within one hundred and twenty (120) calendar days of said Notice to Proceed.

A-5 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 all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

A-6 BID SCHEDULE

<INSERT BID SCHEDULE AFTER BID OPENING>

TOTAL BID AMOUNT: _____

A-7 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.

A-8 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.

- (a) 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;
- (b) 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
- (c) 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.

A-9 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.

A-10 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, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

A-11 LIQUIDATED DAMAGES

Liquidated damages are as provided in Part V, Section D-8 of the General Conditions of the Contract.

A-12 APPRENTICES

- (a) 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.
- (b) 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.
- (c) 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.

A-13 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.

A-14 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) 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.

Construction Contract

- (b) 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.
- (c) 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.

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.

A-15 PREVAILING WAGES

- (a) 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 "pubic 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

Construction Contract

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.

- (b) 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. 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.

A-16 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.

A-17 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.

A-18 INTERPRETATION

- (a) 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.

Construction Contract

- (b) 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.

A-19 APPLICABLE LAW

- (a) 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.
- (b) 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.

A-20 AUTHORITY TO EXECUTE

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

Construction Contract

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

DATED this _____ day of _____, 2019.

CONTRACTOR:

By: _____

Title: _____

CITY OF LATHROP:

By: _____

Name, Title: Stephen J. Salvatore, City Manager

SECTION B. PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the City of Lathrop awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Mossdale South Neighborhood Park CIP PK 19-03

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and Surety, are held and firmly bound unto the City of Lathrop, in the sum of _____ dollars (\$ _____), to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lathrop, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Performance Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

SECTION C. PAYMENT BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, The City of Lathrop has awarded to _____, as principal, hereinafter designated as the "Contractor," a Contract for the work described as follows:

Mossdale South Neighborhood Park PK 19-03

AND WHEREAS, said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.*, Civil Code, to furnish a bond in connection with said contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the City of Lathrop in the sum of _____ dollars (\$ _____), said sum being determined consistent with the provisions of section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.* of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Payment Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must be acceptable to the City and meet all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in San Joaquin County.

**SECTION D. CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

TO: Michael King, Assistant Public Works Director
390 Towne Centre Drive
Lathrop, CA 95330

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR:

By: _____

Title: _____

(Business Address)

(Place of Residence)

Attachment C: Site Map — Mossdale South Neighborhood Park



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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AGREEMENTS WITH EKI AND WOODARD & CURRAN TO ADD MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 2 to the Respective Master Agreements with EKI and Woodard and Curran to add Mossdale Urban Use Areas for the CIP RW 19-16 Recycled Water Program Expansion and Related Budget Amendment**

SUMMARY:

In June 2019, Council approved the creation of Capital Improvement Project (CIP) RW 19-16 Recycled Water Program Expansion in order to add or decommission recycled water facilities used to dispose treated effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) in accordance with its Waste Discharge Requirements (WDRs). Irrigation with recycled water of designated urban use areas in the Mossdale development area for public parks and landscaping is recommended to provide additional recycled water disposal capacity needed for development and to conserve potable water supplies.

Approval is requested for task orders to the master agreements with EKI and Woodard and Curran to add the Mossdale urban use areas to the City's recycled water system under CIP RW 19-16. The cost for the task order is \$30,900 with EKI and \$33,099 with Woodard Curran, for a combined total cost of \$63,999. Staff recommends that the combined total cost for these task orders be paid through a budget amendment, to transfer funds from the LCTF Capital Replacement Fund (6110) to the CIP RW 19-16 Recycled Water Program Expansion.

BACKGROUND:

Previously, the City was unable to irrigate designated parks and streetscapes located in the Mossdale development area with recycled water. The City was unable to irrigate aforementioned locations due to concerns raised by the Regional Water Quality Control Board (RWQCB) regarding the relatively high salinity in the recycled water that existed when the LCTF initially began operations and threatened to degrade the underlying groundwater quality. These concerns have since been resolved through increased salinity management, development of the State's Recycled Water Policy recognizing the value and importance to increase recycled water use, and revisions to the LCTF WDRs. Therefore, staff recommends obtaining RWQCB's approval to add the parks and streetscapes in the Mossdale development area that have since been irrigated with only potable water to date.

**APPROVE TASK ORDER NO. 2 WITH EKI AND WOODARD & CURRAN TO ADD
MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER
PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT**

In June, 2019 Council approved the creation of CIP RW 19-16 Recycled Water Program Expansion Project in order to add or decommission recycled water facilities used to dispose treated effluent generated by the LCTF in accordance with its WDRs.

At the request of staff, EKI and Woodard and Curran provided proposals to add the Mosssdale urban use areas to the City's recycled water system. This work may be done under Task Order 2 to the respective Master Agreements with EKI and Woodard and Curran for the CIP RW 19-16 RW Program Expansion.

RECOMMENDATION:

Irrigation with recycled water of the proposed Mosssdale urban use areas is recommended to provide additional recycled water disposal capacity needed for development and to conserve potable water supplies. Staff is requesting approval of Task Order 2 with the respective Master Agreements with EKI and Woodward and Curran in order to add the Mosssdale urban use areas to the City's recycled water system under the CIP RW 19-16 RW Program Expansion.

FISCAL IMPACT:

The cost for the task order is \$30,900 with EKI and \$33,099 with Woodard Curran, for a combined total cost of \$63,999. Staff recommends that the combined total cost for these task orders be paid through the following budget amendment to transfer funds from the LCTF Capital Replacement Fund (6110) to the CIP RW 19-16 Recycled Water Program Expansion:

<u>Increase Transfer Out</u>	
6110-9900-990-9010	\$63,999

<u>Increase Transfer In</u>	
6091-9900-393-0000 RW 19-16	\$63,999

<u>Increase Appropriation</u>	
6091-8000-420-01-00 RW 19-16	\$63,999

JULY 8, 2019, CITY COUNCIL REGULAR MEETING


**APPROVE TASK ORDER NO. 2 WITH EKI AND WOODARD & CURRAN TO ADD
MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER
PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT**

ATTACHMENTS:

- A. Resolution Approving Task Order No. 2 to the Respective Master Agreements with EKI and Woodard and Curran to add Mosssdale Urban Use Areas for the RW 19-16 Recycled Water Program Expansion
- B. Task Order No. 2 Pursuant to Master Agreement Dated June 10, 2019 with EKI Environment & Water, Inc. to Provide Engineering and Program Management Consulting Services Related to Addition of the Mosssdale Urban Use Areas dated, July 8, 2019
- C. Task Order No. 2 Pursuant to Master Agreement Dated June 10, 2019 with Woodard and Curran to Provide Engineering and Program Management Consulting Services Related to Addition of the Mosssdale Urban Use Areas dated, July 8, 2019

CITY MANAGER'S REPORT **PAGE 4**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 2 WITH EKI AND WOODARD & CURRAN TO ADD
MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER
PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT

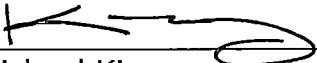
APPROVALS:



Greg Gibson
Senior Civil Engineer

6/26/19

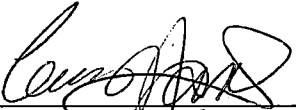
Date



Michael King
Assistant Director of Public Works

6-26-19

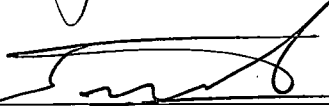
Date



Cari James
Finance & Administrative
Services Director

6-27-19

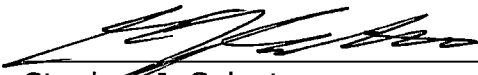
Date



Salvador Navarrete
City Attorney

6.26.19

Date



Stephen J. Salvatore
City Manager

6.28.19

Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 2 TO THE RESPECTIVE MASTER AGREEMENTS WITH EKI AND WOODARD AND CURRAN TO ADD MOSSDALE URBAN USE AREAS FOR THE RW 19-16 RECYCLED WATER PROGRAM EXPANSION

WHEREAS, in June 2019, Council approved the creation of CIP RW 19-16 Recycled Water Program Expansion in order to add or decommission recycled water facilities used to dispose treated effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) in accordance with its Waste Discharge Requirements (WDRs); and

WHEREAS, due to past regulatory concerns that have since been resolved, some parks and streetscapes in the Mosssdale development area that were originally designated to be irrigated with recycled water have only been irrigated with potable water to date; and

WHEREAS, at the request of staff, EKI and Woodard and Curran have provided proposals to add the Mosssdale urban use areas to the City's recycled water system; and

WHEREAS, the work to add the Mosssdale urban use areas to the City's recycled water system may be done under Task Order No. 2 to the respective Master Agreements with EKI and Woodard and Curran for the CIP RW 19-16 RW Program Expansion; and

WHEREAS, irrigation with recycled water of the proposed Mosssdale urban use areas is recommended to provide additional recycled water disposal capacity needed for development and to conserve potable water supplies; and

WHEREAS, the cost for the task order with EKI is \$30,900 and with Woodard Curran the cost is \$33,099 for a combined total cost of \$63,999; and

WHEREAS, staff recommends that the combined total cost for these task orders be paid through a budget amendment to transfer funds from the LCTF Capital Replacement Fund (6110) to the CIP RW 19-16 Recycled Water Program Expansion.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Task Order No. 2 to the respective Master Agreements with EKI and Woodward and Curran for the RW 19-16 Recycled Water Program Expansion to provide professional consulting services related to adding the Mosssdale Urban Use Areas to the City's recycled water system, with the cost for the task order with EKI not to exceed \$30,900, and the cost for the task order with Woodard and Curran not to exceed \$33,099 for a combined total cost of \$63,999; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment from the following accounts to allocate the funds to the project:

<u>Increase Transfer Out</u>	
6110-9900-990-9010	\$63,999
<u>Increase Transfer In</u>	
6091-9900-393-0000 RW 19-16	\$63,999
<u>Increase Appropriation</u>	
6091-8000-420-01-00 RW 19-16	\$63,999

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 2

**PURSUANT TO MASTER AGREEMENT DATED JUNE 10, 2019 WITH
WOODARD & CURRAN
TO PROVIDE ENGINEERING AND PERMIT COMPLIANCE
CONSULTING SERVICES RELATED TO ADDITION OF MOSSDALE
URBAN USE AREAS**

THIS TASK ORDER NO. 2, dated for convenience this 8th day of July 2019 is by and made and entered into by and between **WOODARD & CURRAN** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on June 10, 2019, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide **Engineering and Permit Compliance Consulting Services**; and;

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit "A"; to provide Engineering and Permit Compliance Consulting Services related to the addition of the Mossdale Urban Use Areas to the City's recycled water system, and;

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

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

WHEREAS, CONSULTANT is willing to render such Engineering and Permit Compliance Consulting Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation of Master Agreement**

This Task Order No. 2 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order No. 2.

CITY OF LATHROP – TASK ORDER NO. 2 WITH WOODARD & CURRAN FOR
ENGINEERING AND PERMIT COMPLIANCE SUPPORT SERVICES RELATED TO
ADDITION OF MOSSDALE URBAN USE AREAS

(2) **Scope of Service**

CONSULTANT agrees to perform Engineering and Permit Compliance Consulting Services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order No. 2.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

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

The effective date of this Task Order No. 2 is **July 8, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$33,099** for the Engineering and Permit Compliance Consulting Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) **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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.


(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 2 WITH WOODARD & CURRAN FOR
ENGINEERING AND PERMIT COMPLIANCE SUPPORT SERVICES RELATED TO
ADDITION OF MOSSDALE URBAN USE AREAS

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6.26.19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

CONSULTANT:

Woodard & Curran
David L. Richardson, P.E., Senior Vice President
2175 N. California Blvd., Ste 315
Walnut Creek, CA 94596

Fed ID # _____
Bus License # _____

Signature

Date

David Richardson, P.E.

EXHIBIT A

June 7, 2019



Michael King
Senior Civil Engineer
City of Lathrop, Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Re: Proposal to Provide Mossdale Landscape Areas Expansion Permit
Compliance Assistance

Dear Michael:

The City of Lathrop is continuing its efforts to expand its recycled water system to meet the needs of the growing community. In early 2018, the Central Valley Regional Water Quality Control Board adopted Order R5-2016-0028-01, Waste Discharge Requirements (WDR) for the City of Lathrop Consolidated Treatment Facility.

As documented in the WDR, Woodard & Curran assisted the City with submitting the Expansion Completion Report dated August 25, 2015 confirming the completion of the 1.0 mgd facility expansion project. Woodard & Curran has also assisted the City with the necessary Recycled Water Storage and Conveyance System Improvements Completion Report and the Recycled Water User Report as required by Provisions H.1.e and H.1.f. of Order R5-2015-0006 to confirm the available storage and disposal capacity needed for the plant expansions from 0.75 mgd to 1.0 mgd and from 1.0 mgd to 1.55 mgd. Additional recycled water storage capacity and Use Areas will be added as needed. Per Provisions H.1.e and H.1.f. of Order R5-2016-0028, the City will need to submit additional Recycled Water User Reports for the additional Use Areas. Woodard & Curran is currently providing assistance for expansion of the City's recycled water system to provide service to Use Area A34. The next expansion to the City's recycled water system is the addition of Mossdale Landscape Areas, which include six parks and various smaller landscape areas including medians and berms.

Woodard & Curran is happy to provide continued service to the City in this capacity and has prepared the following scope.

Scope of Work

Task 1 – Mossdale Recycled Water Documents

In order to facilitate the addition of the Mossdale Landscape Areas to the City's recycled water system, Woodard & Curran will update the City's existing Operations Plan. Woodard & Curran will also prepare a Recycled Water Use Report for the added Landscape Use Areas. Cross-connection testing for the Recycled Water User Report is included under Task 2.



Task 1.1 – Operations Plan Update

Woodard & Curran will update the current version of the Operations Plan to incorporate the addition of the Mossdale Landscape Use Areas. Specifically, the tables and schematic figures will be revised to include the Mossdale Landscape Use Areas and appropriately identify the active systems components.

Deliverables

- Updated Operations Plan

Assumptions

- One round of review by the City. All review will be consolidated into one document.
- The City/Developer will provide all relevant information on the new Mossdale Landscape Areas and facilities to support the update of the relevant tables, and figures in the Operations Plan.
- Updates to the Operations Plan will be limited to updates of tables and figures to include the new Mossdale Landscape Use Areas.

Task 1.2 – Recycled Water User Report

Provision H.1.f of Order R5-2016-0028 requires that a Recycled Water User Report (User Report) be prepared at least 60 days prior to conveying recycled water to any new Use Areas. Woodard & Curran will prepare the report following the requirements of the Permit. The City/Developer will provide all the information listed under the Provision, except for the following:

- The assessment of whether groundwater monitoring is appropriate is based on pre-discharge groundwater quality. It is assumed that additional environmental assessment would not be needed for the Mossdale Landscape Areas.
- Woodard & Curran will provide coordination with the City regarding cross-connection control testing and include results of the test within the report (See Task 2.2 below).

Deliverables

- Draft and Final User Report
- Cover Letter

Assumptions

- One round of review by the City and EKI. All review will be consolidated into one document.
- The budget does not include the cost of CEQA document preparation, which is believed to have been completed.
- Reclamation at the Mossdale Landscape Areas can be adequately regulated under the Master Recycling Permit and individual Water Recycling Requirements will not be required.

Timing

- The User Report must be submitted 60 days prior to conveying recycled water to the Mossdale Landscaping Areas. The report will be prepared



approximately one month before submittal. It is assumed that preparation and review of the document will be completed within a one-month timeframe, if CEQA review is not required. This includes timely review by the City/Developer.

Task 2 – Mossdale Recycled Water Start-Up

As discussed under Task 1, components of the Recycled Water User Report include cross-connection control test results. New Users are also required to complete a Site Supervisor Training class. Under this task, Woodard & Curran will assist the City with coordination on these items prior to start-up of services to the Mossdale Landscape Areas.

Task 2.1 – Site Supervisor Training Class

Woodard & Curran previously developed a PowerPoint Presentation and training materials to be used by the City to provide a comprehensive training to Site Supervisors. Woodard & Curran will lead this training class with any new City and Mossdale staff that will be acting as Site Supervisors for the new Landscape Use Areas.

Deliverables

- Site Supervisor Training Class

Assumptions

- One Site Supervisor Training will be conducted for all new City and Mossdale staff Site Supervisors.

Task 2.2 – Cross-Connection Support

Provision H.1.f of Order R5-2016-0028 requires that a cross-connection control test for new Users be performed in accordance with the American Water Works Association and the Drinking Water Program (Title 17, section 7605). The Drinking Water Program will need to be notified and provided an opportunity to be present during the testing. Woodard & Curran will coordinate with a subconsultant, HydroScience, to perform the cross-connection testing and summarize the results for inclusion in the Recycled Water User Report under Task 1.2.

Deliverables

- Cross-connection test results

Assumptions

- The City will provide access and supervision to Woodard & Curran and HydroScience as the testing is performed.
- Woodard & Curran and HydroScience will perform cross-connection tests and provide documentation for these tests for up to 6 parks.
- Medians, berms, and other smaller landscape use areas will not require cross-connection testing as they do not have on-site potable connections.



Task 3 – Project Management

Woodard & Curran will provide internal and external coordination and communication necessary to assure the project is completed on schedule. The task includes the following 1) communication with City staff, EKI, and the Mossdale developer on the status of the project work; 2) attendance at conference calls; 3) preparation of monthly invoices and detailed progress reports; and as needed 4) preparation and maintenance of schedule of deliverables.

Deliverables:

- Monthly invoice and progress reports.

Assumptions

- This budget does not include in-person meetings. It is assumed that all meetings will be conducted via conference call.

The estimated level of effort for Tasks 1-3 is \$33,099, as detailed in the attached fee estimate. Woodard & Curran is eager to continue the collaboration with you, your staff, and your consulting team at Lathrop by helping to move wastewater and recycled water projects forward. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4100.

Sincerely,

WOODARD & CURRAN

A handwritten signature in cursive script that reads "David L. Richardson".

David L. Richardson, P.E.
Project Manager, Vice President

Attachment: Fee Estimate



**City of Lathrop
Mossdale Expansion Permit Compliance**

Tasks	Labor						Cross Connection Support HydroScience	Subtotal	Sub Consultant Total Cost (2)	ODCs		Total Total Fee
	Dave Richardson	Sarah Rhodes	Rachel Gross	Total Hours	Total Labor Costs (1)	Total ODCs (3)						
	PIC	PM	PE									
	\$320	\$266	\$212									
Recycled Water Program Development												
Task 1: Mossdale Recycled Water Documents	2	8	38	48	\$10,824	\$0	\$0	\$0	\$0	\$0	\$10,824	
<i>Operations Plan Update</i>	0	2	8	10	\$2,228	\$0	\$0	\$0	\$0	\$0	\$2,228	
<i>Recycled Water User Report</i>	2	6	30	38	\$8,596	\$0	\$0	\$0	\$0	\$0	\$8,596	
Task 2: Mossdale Recycled Water Start-Up	0	7	7	14	\$3,346	\$15,400	\$15,400	\$16,170	\$300	\$315	\$19,831	
<i>Site Supervisor Training Class</i>	0	5	5	10	\$2,390	\$0	\$0	\$0	\$200	\$210	\$2,600	
<i>Cross Connection Support</i>	0	2	2	4	\$956	\$15,400	\$15,400	\$16,170	\$100	\$105	\$17,231	
Task 3: Project Management & Meetings	2	2	6	10	\$2,444	\$0	\$0	\$0	\$0	\$0	\$2,444	
<i>Project Management</i>	2	2	6	10	\$2,444	\$0	\$0	\$0	\$0	\$0	\$2,444	
TOTAL	4	17	51	72	\$16,614	\$15,400	\$15,400	\$16,170	\$300	\$315	\$33,099	

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 5%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 5%.
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

CITY OF LATHROP

TASK ORDER NO. 2

**PURSUANT TO MASTER AGREEMENT DATED JUNE 10, 2019
WITH EKI ENVIRONMENT & WATER INC.
TO PROVIDE ENGINEERING AND PROGRAM MANAGEMENT
CONSULTING SERVICES RELATED TO ADDITION OF THE
MOSSDALE URBAN USE AREAS**

THIS TASK ORDER NO. 2, dated for convenience this 8th day of July 2019 is by and made and entered into by and between **EKI Environment & Water Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on June 10, 2019, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide **Engineering and Program Management Consulting Services**; and;

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit "A"; to provide engineering and program management services related to the addition of the Mossdale Urban Use Areas to the City's recycled water system, and;

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

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

WHEREAS, CONSULTANT is willing to render such Engineering and Program Management Consulting Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation of Master Agreement**

This Task Order No. 2 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order No.2.

CITY OF LATHROP – TASK ORDER NO. 2 WITH EKI FOR ENGINEERING AND PROGRAM MANAGEMENT CONSULTING SERVICES RELATED TO ADDITION OF MOSSDALE URBAN USE AREAS

(2) **Scope of Service**

CONSULTANT agrees to perform Engineering and Program Management Consulting Services in accordance with the scope of work and fee proposal attached hereto as Exhibit “A” to this Task Order No. 2.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

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

The effective date of this Task Order No. 2. is **July 8, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$30,900** for the Engineering and Program Management Consulting Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work.

(5) **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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

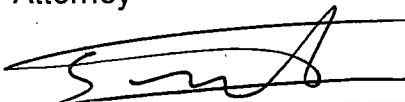
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 2 WITH EKI FOR ENGINEERING AND PROGRAM MANAGEMENT CONSULTING SERVICES RELATED TO ADDITION OF MOSSDALE URBAN USE AREAS

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6.26.19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

EKI Water & Environment, Inc.
Stephen Tarantino, P.E., Vice President
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # _____

Bus License # _____

Signature

Date

Stephen Tarantino, P.E.

UPDATED – 11 June 2019

Michael King
Senior Civil Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Proposed Scope of Work and Budget for
Program Management for Recycled Water Program Expansion to Mossdale
City of Lathrop, California
(EKI B50009.15)

Dear Mr. Gibson:

EKI Environment & Water, Inc. ("EKI") is pleased to present this proposed scope of work for providing program management services for the recycled water program expansion to Mossdale for the City of Lathrop.

BACKGROUND

EKI previously provided program management services to the City of Lathrop ("City") for the expansion of the City's recycled water program to include landscape irrigation within the River Islands development. The City has now requested that EKI provide program management services for the expansion of the City's recycled water program to include the Mossdale development. EKI's program management tasks are described in the scope provided below.

PROPOSED SCOPE OF WORK

Task 1 -- Prepare and Review Submittals Required for Permitting of the Expansion

EKI will prepare the following reports required by the City's Waste Discharge Requirements ("WDR") Permit:

- A CTF Expansion Final Design Report; and
- A CTF Expansion Completion Report.

In addition to preparing the above reports, EKI will also review the Recycled Water User Report, prepared by Woodard and Curran ("W&C").

Formerly known as Erier & Kalinowski, Inc.

Oakland, CA (510) 452-5700 • Larkspur, CA (415) 464-9245 • Los Angeles, CA (310) 857-1600 • Centennial, CO (303) 796-0556

EKI will prepare draft versions of the indicated reports, which will include the required components described in the City's WDR Permit. EKl will coordinate with the City and the appropriate consultants to obtain the information required to prepare the draft report. Draft reports will be provided to the City for review. Following receipt of comments, EKl will prepare final reports that incorporate the City's comments. All reports will be provided in PDF format via electronic mail. During the preparation and submittal of the documents, EKl will coordinate with the appropriate staff at the Regional Water Quality Control Board.

Task 2 -- Provide Program Management Services for Expansion

EKI will participate in and lead periodic conference calls with consultants, developers, and/or City staff, as needed during the expansion effort. EKl will also perform conference call coordination tasks such as preparing conference call agendas and conference call minutes. EKl will track action items and will follow up on action items with the relevant parties. EKl will monitor the tasks and schedule progress, and will provide periodic updates to City staff.

The budget for this task assumes two conference calls with the various parties, subject to the budgetary limits outlined in the attached Table 1.

EKI will assist the City in communicating with the developer, stakeholders, and consultants as needed to implement the recycled water program expansion and coordinate it with other ongoing programs, such as the Water, Wastewater, and Recycled Water Master Plans. EKl also anticipates that it will assist the City on issues related to recycled water rates or fees on an as-needed basis.

Task 3 -- Assist with Miscellaneous Project Management Issues

In addition to the tasks outlined above, EKl expects that the City will periodically request that EKl perform other management tasks, such as communicating with regulatory agencies or participating in City discussions on overall project strategy, that do not fall strictly within the scope of Tasks 1 and 2 above. EKl will perform such tasks at the City's request, subject to the budgetary limits outlined in the attached Table 1.

SCHEDULE

EKI will begin work upon receiving authorization from the City, with the specific schedule to be determined based on overall project status.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2019. On the basis of the Scope of Work described above, we propose a budget of \$30,900.

TERMS AND CONDITIONS

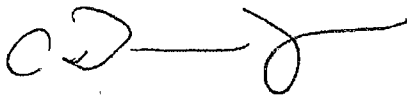
Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

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,

EKI ENVIRONMENT & WATER, INC.



C. David Umezaki, P.E.
Project Engineer



Stephen A. Tarantino, P.E.
Vice President

TABLE 1
ESTIMATED BUDGET FOR PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO MOSSDALE
 City of Lathrop
 (EKI B50009.15)

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)							UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD Operator/GIS Analyst	Tina Wang, P.E.	Jonathan Sutter, P.E.	C. David Umezaki, P.E.	Stephen A. Tarantino, P.E.							
	103	118	146	205	265	286							
Task 1 - Prepare and Review Submittals													
Prepare CTF Expansion Design Report (including water balance)				16	2	\$4,812					\$4,812		
Prepare CTF Expansion Completion Report				16	2	\$4,812					\$4,812		
Review RMC Recycled Water User Report and Discuss Docs with Regional Board				4		\$1,060					\$1,060		
Communications Fee (EKI Labor Only)							-	4%	\$10,684		\$427		
Subtotal Labor Hours - Task 1				36	4	\$10,684				Estimated Cost - Task 1		\$11,100	
Task 2 - Provide Program Management Services for Expansion													
Prepare Agenda (assume 2)				2	1	\$816					\$816		
Participate in Calls (assume two 1-hour calls)				2	1	\$816					\$816		
Prepare minutes (assume 2)				2	1	\$816					\$816		
Follow up on call action items				4	1	\$1,346					\$1,346		
Coordination with City staff, stakeholders, and consultants			4	16	2	\$5,632					\$5,632		
Assistance on rate and fee issues			2	8	2	\$3,102					\$3,102		
Coordination with Master Plans			8	2	1	\$2,456					\$2,456		
Communications Fee (EKI Labor Only)							-	4%	\$14,984		\$599		
Subtotal Labor Hours - Task 2			14	36	9	\$14,984				Estimated Cost - Task 2		\$15,600	
Task 3 - Assist with Miscellaneous Program Management Issues													
Miscellaneous assistance (assume 16 hours)			4	12		\$4,000					\$4,000		
Communications Fee (EKI Labor Only)							-	4%	\$4,000		\$160		
Subtotal Labor Hours - Task 3			4	12		\$4,000				Estimated Cost - Task 3		\$4,200	
Total Labor Hours			18	84	13	\$29,668				Total Estimated Cost		\$30,900	

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II) AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Construction Contract with VSS International, Inc., for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) and Related Budget Amendment**

SUMMARY:

In 2018, City Council approved Capital Improvement Project (CIP) PS 18-01 Citywide Road Maintenance and Repair Program, including the Pavement Maintenance and Repair Program (PRMP), Phase II, for the maintenance and repair of the City's streets. Contract plans and specifications for this project were completed in April 2019 and were advertised for bid on May 20, 2019 according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

On June 18, 2019, a total of two bids were received and opened by the City Clerk. After review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be VSS International, Inc. based on the base bid and Alternate 2, for a total of \$751,120. The addition of Alternate 2 was chosen over Alternate 1 because Alternate 2 best suits the City's need for pavement maintenance.

Staff requests City Council approve a construction contract with VSS International, Inc. for PRMP Phase II in the amount of \$751,120. Staff also requests Council approve a 10% contingency in the amount of \$75,112 for a total cost not to exceed \$826,232.

BACKGROUND:

City staff established the PRMP Phase II project to maintain and repair pavement in the following areas:

Base Bid

- 1) S. Harlan Road from E. Louise to Taco Bell Intersection;
- 2) S. Harlan Road from 14440 S. Harlan Road to 300 feet south of Stonebridge Lane;
- 3) River Islands Parkway & McKee Boulevard;
- 4) City Hall Parking Lot;
- 5) Manuel Valverde Park Parking Lot;

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM PHASE II

- 6) River Islands Streets within Phase 1A – Villages B, C and I;
- 7) E. Louise Avenue between the I-5 east and west entrance/exit ramps;
- 8) D’Arcy Parkway, Murphy Parkway and Nestle Way;
- 9) Harlan Road from E. Louise Avenue to Shilling Avenue;

Bid Alternative 1: un-named Street off of E. Louise between Jack in the Box and the Shell Gas Station;

Bid Alternative 2: sections of Marina Drive, Commercial Street and Academy (Restriping the streets from one-way to two-way traffic)

Staff has selected these locations and the specified methods, located within the Bid Specifications, to be used for maintenance and repair based on the current conditions of the pavement. River Islands Development, LLC (River Islands) is required and has agreed to pay their portion of total costs attributable to the base bid and Alternate 2.

In April 2019, staff completed the plans and specifications for the PMRP Phase II. The project was advertised for bid through Stockton ARC in accordance with Lathrop Municipal Code Section 2.36.060. A total of two bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid Including Alt 2
VSS International, Inc.	\$751,120
American Pavement Systems, Inc.	\$886,342.10

Staff reviewed bids and determined that the lowest responsive and responsible bidder is VSS International, Inc. Staff requests that City Council adopt a resolution approving a construction contract with VSS International, Inc., in the amount of \$751,120. Staff also requests City Council authorize a 10% construction contingency of \$75,112 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820. Staff complied with the CEQA process for this project with the preparation and filing of a Notice of Exemption (NOE) pursuant to the CEQA Guidelines Section 15301(c).

REASON FOR RECOMMENDATION:

The PMRP Phase II was included in the Fiscal Year 18/19 and 19/20 budget for the CIP PS 18-01 Citywide Road Maintenance and Repair Program. Based on the review of bids received, VSS International, Inc., was determined to be the lowest responsive and responsible bidder. Staff is requesting City Council to approve the construction contract with VSS International, Inc., in the amount of \$751,120, plus a 10% contingency in the amount of \$75,112 for a total cost of \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM PHASE II

FISCAL IMPACT:

The proposed contract with VSS International, Inc. is for a cost of \$751,120. A 10% contingency is requested in the amount of \$75,112 for a total cost not to exceed \$826,232. Of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820.

Staff requests City Council approve a budget amendment increase transferring \$292,820 from the Developer Projects Fund (2710) to the Streets CIP Fund (3310) as follows:


<u>Increase Revenue</u>		
2710-8000-372-0100		\$292,820
 <u>Increase Transfer Out</u>		
2710-9900-990-9010		\$292,820
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$292,820
 <u>Increase Expense</u>		
3310-8000-420-1200	PS 18-01	\$292,820

ATTACHMENTS:

- A. Resolution Approving Construction Contract with VSS International, Inc., for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) and Related Budget Amendment
- B. Construction Contract with VSS International, Inc. for Pavement Maintenance and Repairs Program CIP PS 18-01 Phase II

CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
APPROVE A CONSTRUCTION CONTRACT FOR CIP PS 18-01 CITYWIDE ROAD
MAINTENANCE AND REPAIR PROGRAM PHASE II

APPROVALS:



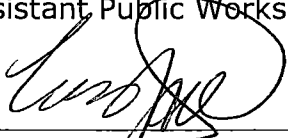
Steven J. Medina
Assistant Engineer

6/24/19
Date



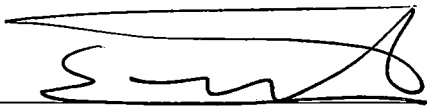
Michael King
Assistant Public Works Director

6-24-19
Date



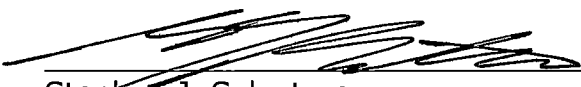
Cari James
Finance & Administrative
Services Director

6/26/19
Date



Salvador Navarrete
City Attorney

6-25-19
Date



Stephen J. Salvatore
City Manager

6-26-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CONSTRUCTION CONTRACT WITH VSS INTERNATIONAL, INC., FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II)

WHEREAS, in 2018, City Council approved the formation of Capital Improvement Project (CIP) PS 18-01 Citywide Road Maintenance and Repair Program, including the Pavement Maintenance and Repair Program (PRMP), Phase II, for the maintenance and repair of the City's streets; and

WHEREAS, the contract plans and specifications for the PRMP Phase II were completed by staff in May 2019 and were advertised for bid according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, River Islands Development, LLC (River Islands) is required and has agreed to pay their portion of total costs attributable to the base bid and Alternate 2; and

WHEREAS, River Islands has agreed to be a part of this project and has guaranteed payment; and

WHEREAS, combining the projects could provide potential cost savings; and

WHEREAS, a total of two bids were received and opened by the City Clerk on June 18, 2019; and

WHEREAS, bid specifications allow City staff to select the successful bid on the basis of the base bid alone or any combination of the two alternates and the base bid; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be VSS International, Inc., with a base bid amount (plus Alternate 2) of \$751,120; and

WHEREAS, staff also requests City Council to authorize a 10% contingency in the amount of \$75,112 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$826,232; and

WHEREAS, of this amount, River Islands has guaranteed payment before the project begins, with an initial estimated payment of \$292,820; and

WHEREAS, staff also requests City Council approve a budget amendment increase transferring \$292,820 from the Developer Projects Fund (2710) to the Streets CIP Fund (3310) as follows:

<u>Increase Revenue</u>		
2710-8000-372-0100		\$292,820
<u>Increase Transfer Out</u>		
2710-9900-990-9010		\$292,820
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$292,820
<u>Increase Expense</u>		
3310-8000-420-1200	PS 18-01	\$292,820.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with VSS International, Inc., for Pavement Maintenance and Repairs, pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II) for a cost of \$751,120; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$75,112 for a total construction cost not to exceed \$826,232 and authorizes staff to spend this amount, as necessary, to accomplish the goals of the project.

The foregoing resolution was passed and adopted this 8th day of July 2019, 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

PART III
CONTRACT DOCUMENTS

City of Lathrop

SECTION A. CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on the date set forth below, by and between the **City of Lathrop** (hereinafter "City") and <name, mailing address and phone> (hereinafter "Contractor").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

A-1 CONTRACT DOCUMENTS

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. Payment Bond to Accompany Contract
6. Performance Bond to Accompany Contract
7. General Conditions, Supplemental Conditions and Technical Specifications
8. Working Details and Plans
9. All Addenda and Change Orders
10. City of Lathrop Department of Public Works Design and Construction Standards (current edition at time of bidding)
11. Caltrans Standard Specifications and Standard Plans (2015 edition).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

A-2 THE WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

Pavement Maintenance Repair Program (PS 18-01) Phase II

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

Construction Contract

The Work to be performed under this contract is generally described as, but not necessarily limited to: 7-inch Grind & Repave with Geogrid (locations of geogrid shall be determined in the field by the project engineer or senior construction inspector); 3-inch Profile Grind & Repave; 6-inch Grind & Repave; and replacement of striping (temporary paint striping), markings, pavement markers, and preserving, protecting and adjusting manholes and valves to finished grade.

The work performed and completed as required in the Plans and Specifications shall be under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Robert McGinnis, senior construction inspector.

A-3 CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars (\$_____) subject to additions and deductions as provided in the Contract Documents. If applicable, the sum includes base bid and accepted alternate bid items numbered _____. If applicable, all other alternate bid items are rejected by City, and are not included in this Contract. (See Bid Schedule.)

A-4 TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within thirty (30) working days of said Notice to Proceed.

A-5 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 all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

A-6 BID SCHEDULE

<INSERT BID SCHEDULE AFTER BID OPENING>

TOTAL BID AMOUNT: _____

A-7 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.

Construction Contract

A-8 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.

- (a) 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;
- (b) 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
- (c) 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.

A-9 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.

A-10 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, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

A-11 LIQUIDATED DAMAGES

Liquidated damages are as provided in Part V, Section D-8 of the General Conditions of the Contract.

Construction Contract

A-12 APPRENTICES

- (a) 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.
- (b) 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.
- (c) 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.

A-13 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.

A-14 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) 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.
- (b) 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,

Construction Contract

the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (c) 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.

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.

A-15 PREVAILING WAGES

- (a) 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

Construction Contract

<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.

- (b) 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. 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.

A-16 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.

A-17 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.

A-18 INTERPRETATION

- (a) 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.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions

Construction Contract

herein and no presumption shall arise concerning the draftsmanship of such provision.

A-19 APPLICABLE LAW

- (a) 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.
- (b) 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.

A-20 AUTHORITY TO EXECUTE

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

Construction Contract

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

DATED this _____ day of _____, 2019.

CONTRACTOR:

By: _____

Title: _____

CITY OF LATHROP:

By: _____

Name, Title: Stephen J. Salvatore, City Manager

SECTION B. PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the City of Lathrop awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Pavement Maintenance & Repair Program (PS 18-01) Phase II

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and Surety, are held and firmly bound unto the City of Lathrop, in the sum of _____ dollars (\$ _____), to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lathrop, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Performance Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

SECTION C. PAYMENT BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, The City of Lathrop has awarded to _____, as principal, hereinafter designated as the "Contractor," a Contract for the work described as follows:

Pavement Maintenance & Repair Program (PS 18-01) Phase II

AND WHEREAS, said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.*, Civil Code, to furnish a bond in connection with said contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the City of Lathrop in the sum of _____ dollars (\$ _____), said sum being determined consistent with the provisions of section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.* of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Payment Bond

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must be acceptable to the City and meet all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in San Joaquin County.

**SECTION D. CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

TO: Michael King, Assistant Public Works Director
390 Towne Centre Drive
Lathrop, CA 95330

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR:

By: _____

Title: _____

(Business Address)

(Place of Residence)

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT THE CLSP RECYCLED WATER IMPROVEMENTS, RECORD ASSOCIATED GRANT DEEDS AND IRREVOCABLE OFFERS OF DEDICATIONS AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-46**

RECOMMENDATION: **Adopt Resolution to Accept the Central Lathrop Specific Plan Recycled Water Pond, Pump Station, Sprayfield, and Offsite Conveyance System Improvements; Authorize Recording of Grant Deeds and Irrevocable Offer of Dedications of Easements from Saybrook CLSP, LLC for the Central Lathrop Specific Plan (CLSP) Development Project; and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-46**

SUMMARY:

Saybrook CLSP, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP) has completed construction of the CLSP recycled water pond, pump station, sprayfield and offsite conveyance system improvements (CLSP RW Improvements) in accordance with approved improvement plans and the City's specifications. These improvements have been inspected by City staff and deemed complete. The cost to maintain these facilities will be covered through user fees collected and Community Facility District 2019-2 (Central Lathrop City Services). In addition, Saybrook has prepared grant deeds for the land that is necessary for the City to control and operate the CLSP RW Improvements and Irrevocable Offers of Dedication of Easements for future public roadways.

Staff requests that the City Council accept the CLSP RW Improvements for public use, release the performance bond associated with Encroachment Permit No. 2017-46 and authorize recording of the associated grant deeds and irrevocable offers of dedication of easements.

BACKGROUND:

As a requirement of the Development Agreement between Saybrook and the City, Saybrook is required to construct a storage pond, sprayfield and offsite conveyance system improvements for the disposal of recycled water generated at the Lathrop Consolidated Treatment Facility. Saybrook has completed construction of the CLSP recycled water pond, pump station, and sprayfield that are located south of De Lima Road near the proposed alignment for the future northern extension of Golden Valley Parkway and the offsite conveyance system improvements. Staff has fully inspected the CLSP RW Improvements and deems them complete for acceptance.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING**ACCEPT CLSP RECYCLED WATER IMPROVEMENTS, AUTHORIZE RECORDATION OF GRAND DEEDS AND IRREVOCABLE OFFERS OF DEDICATION FROM SAYBROOK CLSP, LLC, AND RELEASE OF BONDS**

Teichert Construction was required to obtain an encroachment permit and post \$1,046,000 in a Performance Bond for the Recycled Water Improvements within the City right-of-way. With the acceptance of the CLSP RW Improvements, the Performance Bond, No. 070205774, can be released.

The City has received maintenance bonds, GASB reports and record drawings for the completed improvements. In accordance with the DA, Saybrook will provide all lien releases prior to acceptance of the first Small Lot Final Subdivision Map. Per the GASB 34 report, the approximate value of the CLSP RW Improvements is \$1,755,492, included as Attachment C. Saybrook has posted maintenance bonds, as mentioned above, to guarantee replacement and/or repair of the improvements as a result of defective materials or defective workmanship for a period of one year from the date of Council acceptance.

Saybrook submitted the following Grant Deeds that are necessary for the City to control and operate the CLSP RW Improvements and Irrevocable Offers of Dedication of Easements for future public roadways:

- Grant Deed for the approximately 8.12-acre parcel for the CLSP Recycled Water Storage Pond located south of De Lima Road and east of the proposed Golden Valley Parkway alignment, APN's 191-220-37, and Portion of 191-220-13;
- Grant Deed for the approximately 29.17-acre parcel for the CLSP Recycled Water Sprayfield located south of De Lima Road and west of the proposed Golden Valley Parkway alignment, APN's: Portions of 191-220-10, 191-220-11, 191-220-12 and 191-220-13;
- Irrevocable Offer of Dedication of Easement for Public Roadway (Golden Valley Parkway) and Related Utilities in Portion of APN 191-220-13;
- Irrevocable Offer of Dedication of Easement for Public Roadway (De Lima Road) and Related Utilities in Portions of APN's 191-220-10, 191-220-11, 191-220-12 and 191-220-13.

REASON FOR RECOMMENDATION:

Since the developer has completed its obligation to construct the CLSP recycled water pond, pump station, sprayfield and offsite conveyance system improvements, staff requests that the City Council accept the CLSP RW Improvements and authorize staff to release the performance bond association with the encroachment permit 2017-46.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING**ACCEPT CLSP RECYCLED WATER IMPROVEMENTS, AUTHORIZE RECORDATION OF GRAND DEEDS AND IRREVOCABLE OFFERS OF DEDICATION FROM SAYBROOK CLSP, LLC, AND RELEASE OF BONDS****FISCAL IMPACT:**

The City's maintenance costs will increase due to the additional public improvements that will have to be maintained. The cost to maintain these facilities will be paid through user fees collected and CLSP CFD 2019-2.


ATTACHMENTS:

- A. Resolution to Accept the Central Lathrop Specific Plan Recycled Water Pond, Pump Station, Sprayfield, and Offsite Conveyance System Improvements; Authorize Recording of Grant Deeds and Irrevocable Offer of Dedications of Easements from Saybrook CLSP, LLC for the Central Lathrop Specific Plan (CLSP) Development Project; and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-46
- B. Location Map of CLSP Recycled Water Improvements
- C. Project GASB 34 Report for the CLSP Recycled Water Improvements
- D. Grant Deed for the approximately 8.12-acre parcel for the CLSP Recycled Water Storage Pond located south of De Lima Road and east of the proposed Golden Valley Parkway alignment, APN's 191-220-37, and Portion of 191-220-13
- E. Grant Deed for the approximately 29.17-acre parcel for the CLSP Recycled Water Sprayfield located south of De Lima Road and west of the proposed Golden Valley Parkway alignment, APN's: Portions of 191-220-10, 191-220-11, 191-220-12 and 191-220-13
- F. Irrevocable Offer of Dedication of Easement for Public Roadway (Golden Valley Parkway) and Related Utilities in Portion of APN 191-220-13
- G. Irrevocable Offer of Dedication of Easement for Public Roadway (De Lima Road) and Related Utilities in Portions of APN's 191-220-10, 191-220-11, 191-220-12 and 191-220-13

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

**ACCEPT CLSP RECYCLED WATER IMPROVEMENTS, AUTHORIZE
RECORDATION OF GRAND DEEDS AND IRREVOCABLE OFFERS OF
DEDICATION FROM SAYBROOK CLSP, LLC, AND RELEASE OF BONDS**

APPROVALS:




Jay Davidson
Principal Engineer

6-25-19
Date



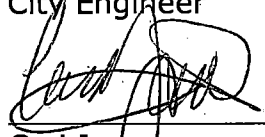
Michael King
Assistant Public Works Director

6-26-19
Date



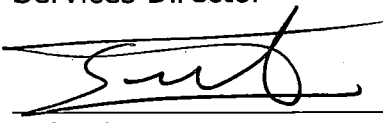
Glenn Gebhardt
City Engineer

6/25/19
Date




Cari James
Finance & Administrative
Services Director

6/26/19
Date



Salvador Navarrete
City Attorney

6.25.19
Date



Stephen J. Salvatore
City Manager

6.26.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT THE CENTRAL LATHROP SPECIFIC PLAN RECYCLED WATER POND, PUMP STATION, SPRAYFIELD, AND OFFSITE CONVEYANCE SYSTEM IMPROVEMENTS; AUTHORIZE RECORDING OF GRANT DEEDS AND IRREVOCABLE OFFERS OF DEDICATION OF EASEMENTS FROM SAYBROOK CLSP, LLC FOR THE CENTRAL LATHROP SPECIFIC PLAN (CLSP) DEVELOPMENT PROJECT; AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-46

WHEREAS, as a requirement of the Development Agreement between Saybrook CLSP, LLC (Saybrook), and the City, Saybrook was required to construct storage ponds and sprayfields for the disposal of recycled water generated at the Lathrop Consolidated Treatment Facility; and

WHEREAS, Saybrook has completed construction of the CLSP recycled water pond, pump station, sprayfield and offsite conveyance system improvements (CLSP RW Improvements) in accordance with approved improvement plans and the City's specifications; and

WHEREAS, staff has fully inspected the CLSP RW Improvements and finds that they are complete and built to the City specifications; and

WHEREAS, Teichert Construction was required to obtain a City Encroachment Permit and post a Performance Bond in the amount of \$1,046,000 to guarantee the offsite recycled water conveyance system improvements within the City right-of-way; and

WHEREAS, with the acceptance of the CLSP RW Improvements, the Performance Bond, No. 070205774, can be released; and

WHEREAS, Saybrook has prepared and submitted the following Grant Deeds that are necessary for the City to control and operate the CLSP RW Improvements and Irrevocable Offers of Dedication of Easements for future public roadways:

- Grant Deed for the approximately 8.12-acre parcel for the CLSP Recycled Water Storage Pond located south of De Lima Road and east of the proposed Golden Valley Parkway alignment, APN's 191-220-37, and Portion of 191-220-13;
- Grant Deed for the approximately 29.17-acre parcel for the CLSP Recycled Water Sprayfield located south of De Lima Road and west of the proposed Golden Valley Parkway alignment, APN's: Portions of 191-220-10, 191-220-11, 191-220-12 and 191-220-13;
- Irrevocable Offer of Dedication of Easement for Public Roadway (Golden Valley Parkway) and Related Utilities in Portion of APN 191-220-13;

- Irrevocable Offer of Dedication of Easement for Public Roadway (De Lima Road) and Related Utilities in Portions of APN's 191-220-10, 191-220-11, 191-220-12 and 191-220-13; and

WHEREAS, the irrevocable Offers of Dedication of Easements for the sections of Golden Valley Parkway and De Lima Road will be recorded with the County allowing the City to accept these dedications at any time; and

WHEREAS, acceptance of these offers of dedication are anticipated when the completed street improvements are offered to the City for maintenance; and

WHEREAS, the City has received maintenance bonds, GASB reports and record drawings for the completed improvements; and

WHEREAS, in accordance with the DA, Saybrook will provide all lien releases prior to acceptance of the first Residential Small Lot Final Subdivision Map; and

WHEREAS, the approximate value of the CLSP RW Improvements is \$1,755,492 as per the GASB 34 Reports; and

WHEREAS, the cost to maintain these facilities will be paid through user fees collected and CLSP CFD 2019-2.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that the completed CLSP Recycled Water Pond, Pump Station, Sprayfield, and Offsite Conveyance System Improvements are hereby accepted from Saybrook CLSP, LLC, and authorizes City staff to release the Performance Bond in association with City Encroachment Permit No. 2017-46; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby accept and authorize recording of the following Grant Deeds and Irrevocable Offers of Dedication of Easements:

- Grant Deed for the approximately 8.12-acre parcel for the CLSP Recycled Water Storage Pond located south of De Lima Road and east of the proposed Golden Valley Parkway alignment, APN's 191-220-37, and Portion of 191-220-13;
- Grant Deed for the approximately 29.17-acre parcel for the CLSP Recycled Water Sprayfield located south of De Lima Road and west of the proposed Golden Valley Parkway alignment, APN's: Portions of 191-220-10, 191-220-11, 191-220-12 and 191-220-13;
- Irrevocable Offer of Dedication of Easement for Public Roadway (Golden Valley Parkway) and Related Utilities in Portion of APN 191-220-13;
- Irrevocable Offer of Dedication of Easement for Public Roadway (De Lima Road) and Related Utilities in Portions of APN's 191-220-10, 191-220-11, 191-220-12 and 191-220-13.

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

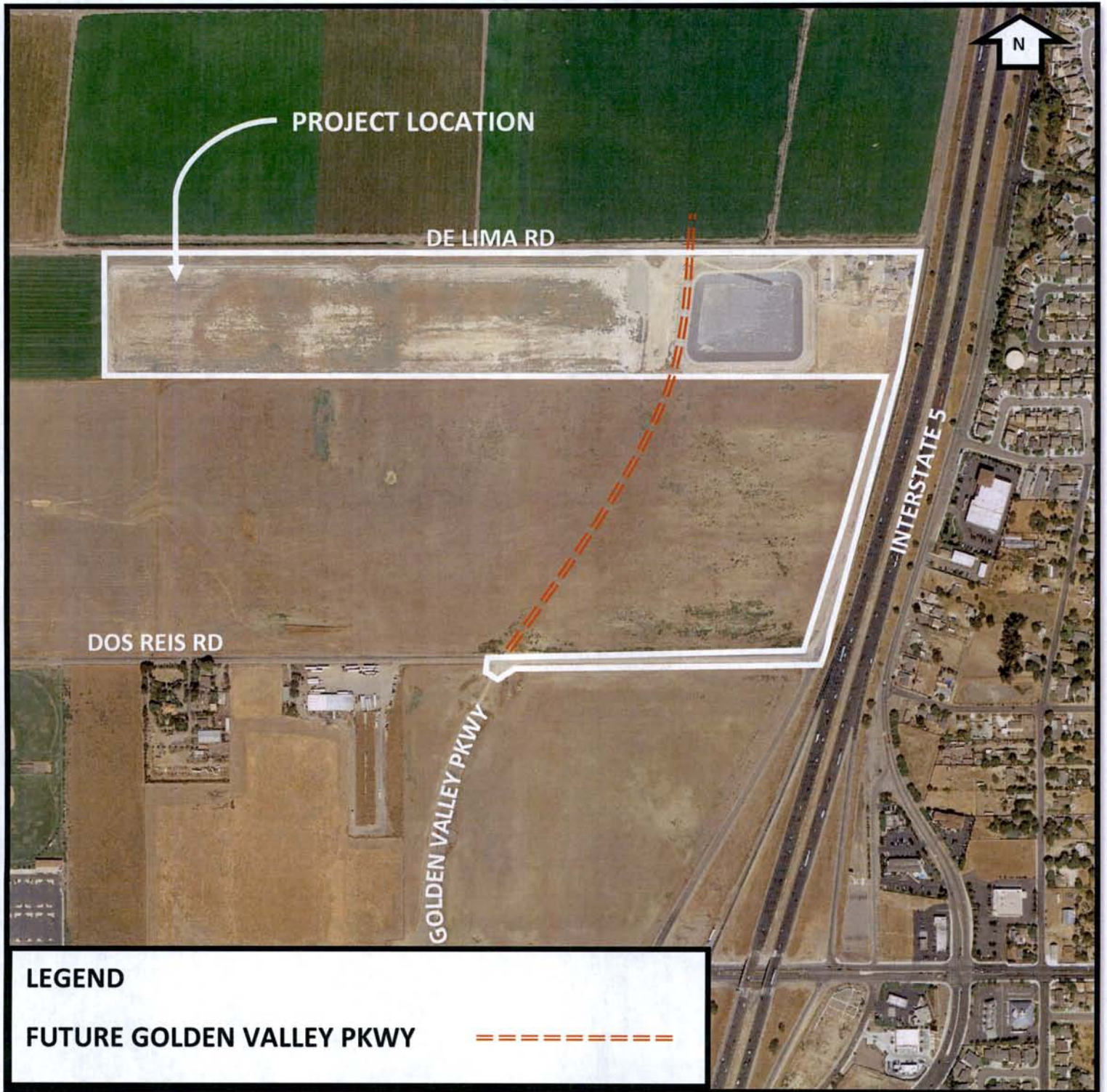
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SITE MAP: CLSP Recycled Water Improvements



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

Date: 6/24/2019

Submitted by: MacKay & SomsTract No.: 3533 (Recycled Water Disposal)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>		<u>Unit Cost</u>	<u>Cost</u>
12 Inch Recycled Water Pipeline	LF	4809	\$	52.00	\$250,068.00
20 Inch Recycled Water Pipeline	LF	158	\$	110.00	\$ 17,380.00
12 Inch Valve Recycled Water Pipeline	EA	12	\$	1,800.00	\$ 21,600.00
20 Inch Valve Recycled Water Pipeline	EA	4	\$	5,000.00	\$ 20,000.00
2" Blowoff (12 Inch)	EA	1	\$	1,500.00	\$ 1,500.00
2" Blowoff (20 Inch)	EA	2	\$	1,500.00	\$ 3,000.00
<u>SUBTOTAL:</u>					\$313,548.00

Brookhurst Blvd.

12 Inch Recycled Water Pipeline	LF	7	\$	52.00	\$ 364.00
20 Inch Recycled Water Pipeline	LF	558	\$	110.00	\$ 61,380.00
12 Inch Blowoff	EA	1	\$	1,500.00	\$ 1,500.00
20 Inch Blowoff	EA	4	\$	1,500.00	\$ 6,000.00
Recycled Water ARV	EA	2	\$	2,000.00	\$ 4,000.00
<u>SUBTOTAL:</u>					\$ 73,244.00

GRAND TOTAL:**\$ 386,792.00**

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

Date: 6/24/2019

Submitted by: MacKay & Soms

Tract No.: 3533 (Recycled Water Disposal - Sprayfield and Pond)

Sprayfield

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Cost</u>
Standpipe incl. Valves and Air Gap	EA	2	\$ 7,500.00	\$ 15,000.00
12" Irrigation Pipe incl Bubble-Up Irrigation Risers	LF	3100	\$ 25.00	\$ 77,500.00
6" Tailwater Return Pipe	LF	1500	\$ 25.00	\$ 37,500.00
Paved Driveway Approach and Staging Area	EA	2	\$ 8,000.00	\$ 16,000.00
8' Chainlink Fence & Gates (Gavanized Steel)	LF	8400	\$ 18.00	\$ 151,200.00
<u>SUBTOTAL:</u>				\$ 297,200.00

Pump Station and Pond

6" Thick AB Access Road	SF	50000	\$ 1.20	\$ 60,000.00
Paved Driveway Approach	EA	1	\$ 5,000.00	\$ 5,000.00
8' Chainlink Fence & Gates	LF	3200	\$ 18.00	\$ 57,600.00
Basin Liner Material (40 mil)	SF	410000	\$ 0.55	\$ 225,500.00
Basin Safety Equipment	EA	23	\$ 800.00	\$ 18,400.00
Block Wall, Gates, Doors	LS	1	\$ 60,000.00	\$ 60,000.00
Mechanical Piping and Valve Sets	LS	1	\$ 135,000.00	\$ 135,000.00
Pumps	LS	1	\$ 165,000.00	\$ 165,000.00
Aeration	LS	1	\$ 25,000.00	\$ 25,000.00
Flow Meter	LS	1	\$ 15,000.00	\$ 15,000.00
Level Sensor	LS	1	\$ 10,000.00	\$ 10,000.00
Control Valve w/ Solenoid	LS	1	\$ 35,000.00	\$ 35,000.00
MCC Control Panel	LS	1	\$ 70,000.00	\$ 70,000.00
Service Entrance Section	LS	1	\$ 50,000.00	\$ 50,000.00
Metering and Control Wire	LS	1	\$ 30,000.00	\$ 30,000.00
Service Elctrical Wire	LS	1	\$ 45,000.00	\$ 45,000.00
Radio Control Equipment	LS	1	\$ 65,000.00	\$ 65,000.00

SUBTOTAL: \$ 1,071,500.00

GRAND TOTAL: **\$ 1,368,700.00**

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

No tax due pursuant to Cal. R&T Code
§119211

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN's: 191-220-37, and portion of 191-220-13

Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Saybrook CLSP, LLC, a Delaware limited liability company, its successors and assigns ("Grantor")

HEREBY GRANTS to the City of Lathrop, a general law municipal corporation ("Grantee") the
real property within the City of Lathrop, County of San Joaquin, State of California, more
particularly described in attached **Exhibit A** incorporated herein by this reference ("Spray Field
and/or Storage Pond Property") with the following conditions:

1. The Spray Field and/or Storage Pond Property granted hereby shall be used
solely for the following:

- a. installation and maintenance for spray irrigation and/or pond storage of
reclaimed water, in compliance with all applicable laws, generated from City of Lathrop
owned and operated (including contract operation) wastewater treatment facilities; and
- b. wastewater storage or disposal capacity needed for the sole benefit of
the Grantor or its successors and assignees to whom Grantor has assigned this capacity.

2. By acceptance of this Grant Deed, Grantee hereby covenants and agrees by the
acceptance and recordation of this Grant Deed, for itself and its successors and assigns in title,
that the Spray Field and/or Pond Storage Property conveyed herein shall be used solely for the
following:

- a. those purposes described in paragraph 1; and
- b. only convert to another use with the prior written approval of Grantor.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Mateo

On 6/21/19 before me, Rachel M. Wright, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY M. WILSON
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel M. Wright
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

3. If all or any portion of the Spray Field and/or Storage Pond Property becomes no longer necessary for such purposes for any reason, including without limitation,

a. because Grantor has provided to Grantee interests in other real property suitable to store and/or dispose of recycled water subject to

1) Grantor's funding, designing, permitting and constructing of such improvements, and

2) City acceptance of design, plan check, construction, and inspection of such improvements, and

3) City Council acceptance of such improvements, and

4) Regional Water Quality Control Board approval of improvements, or,

b. because Grantor has provided other means necessary to lawfully dispose and/or store recycled water as permitted by applicable law and as approved by the Regional Water Quality Control Board that is sufficient to replace the applicable portion of the Spray Field and/or Storage Pond Property conveyed herein for said public purposes, or

c. because Grantor is participating in and has paid their fair share of some other alternative effort to lawfully dispose and/or store recycled water to allow replacement of the portion of the Spray Field and/or Storage Pond Property, including but not limited to a replacement pond or spray field, approved river discharge, or a regional effort, and that effort has resulted in a fully City and RWQCB approved substitution of the portion of disposal or storage capacity being requested for release.

If all work is completed on the design, plan check, construction and inspection of any improvements to the portion of the Spray Field and/or Pond Storage Property determined by the City to be necessary to retain acceptable operations by the City without the remaining Spray Field and/or Pond Storage Property, and if the City Council accepts the completed improvements, then, Grantee shall reconvey to Grantor by grant deed all or the applicable portion of the Spray Field and/or Storage Pond Property determined by the City and Regional Water Quality Control Board to be no longer necessary.

4. The reversionary interest reserved herein shall be personal to Grantor, its successors and assigns.

5. Grantee acknowledges that any portion of the Spray Field and/or Pond Storage Property conveyed to Grantor in accordance with the process noted above shall be "As Is" with no implied or suggested warranty, and that Grantee has no requirement to remove any improvements that have been constructed upon such portion.

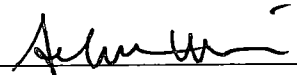
6. Grantor hereby covenants and agrees, for itself and its successors and assigns to the Spray Field and/or Pond Storage Property conveyed herein, to perform such other acts, and to execute, acknowledge and deliver such further instruments, including, without limitation execution of a grant deed, and to provide such further assurances consistent with the provisions of this Grant Deed as may be necessary or appropriate.

DATED: 6/21/19

GRANTOR:

SAYBROOK CLSP, LLC

By: Saybrook Fund Investors, LLC, its managing member



Jeffrey M Wilson
Officer

[Add Notary Pages]

EXHIBIT A

EXHIBIT "A"**LEGAL DESCRIPTION
LAND ACQUISITION AREA**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING THE LANDS OF SAYBROOK CLSP LLC. AS DESCRIBED IN DOCUMENT NUMBER 13145418, AND A PORTION OF THE LANDS OF SAYBROOK CLSP LLC. AS DESCRIBED IN DOCUMENT NUMBER 14020395, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LANDS OF SAYBROOK;

THENCE ALONG EASTERLY LINE OF SAID LANDS OF SAYBROOK SOUTH 0°57'29" WEST, 534.46 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SAYBROOK;

THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS OF SAYBROOK, COMMON WITH THE NORTHERLY LINE OF THE LANDS OF DOS REIS RANCH INC. AS DESCRIBED IN DOCUMENT NUMBER 81070450, SAN JOAQUIN COUNTY RECORDS, NORTH 89°45'31" WEST, 674.54 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID LANDS OF SAYBROOK THE FOLLOWING SIX (6) COURSES:

1. NORTH 11°35'36" EAST, 35.16 FEET;
2. NORTH 30°48'19" WEST, 22.46 FEET, TO A POINT OF CUSP, TO WHICH POINT A RADIAL LINE BEARS NORTH 80°16'43" WEST;
3. ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2064.00 FEET, THROUGH A CENTRAL ANGLE OF 9°41'06", AND AN ARC DISTANCE OF 348.89 FEET;
4. NORTH 0°02'11" EAST, 90.94 FEET;
5. NORTH 41°48'44" EAST, 22.77 FEET;
6. THENCE NORTH 0°09'17" WEST, 25.95 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LANDS OF SAYBROOK;

THENCE ALONG THE NORTHERLY LINES OF SAID LANDS OF SAYBROOK SOUTH 89°42'31" EAST, 643.11 FEET, TO THE POINT OF BEGINNING.

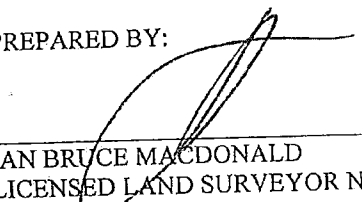
CONTAINING 8.12 ACRES MORE OR LESS.

APN 191-220-37 AND A PORTION OF APN 191-220-13

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/17)
STATE OF CALIFORNIA

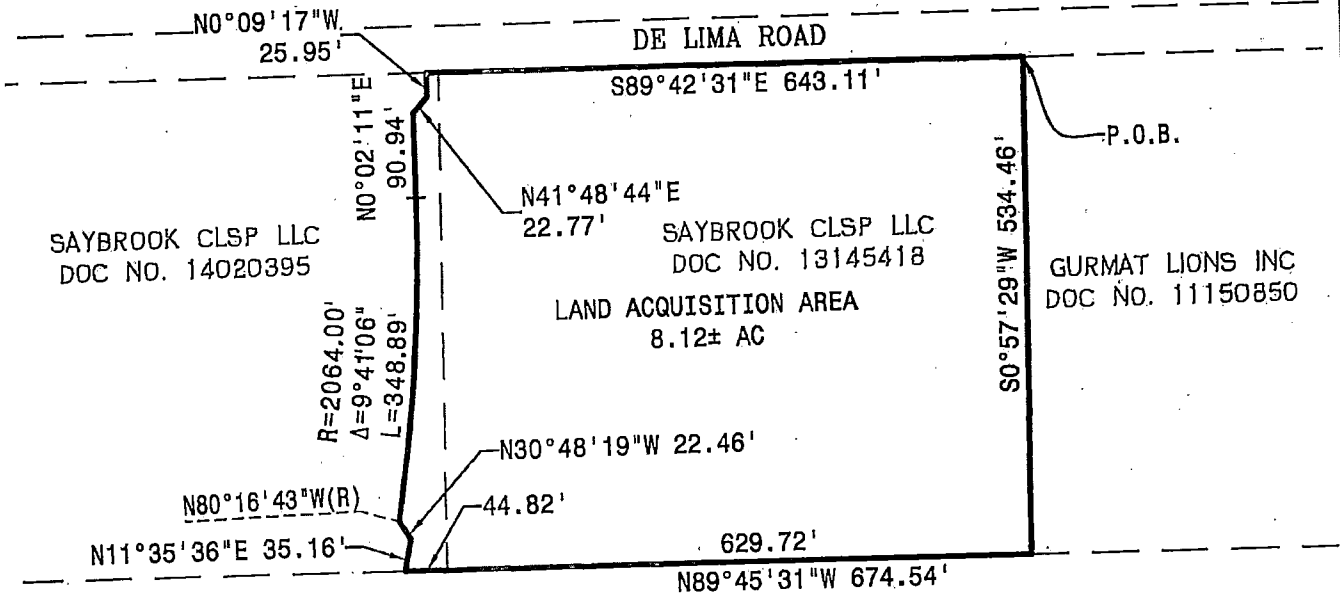


6/19/19
DATE

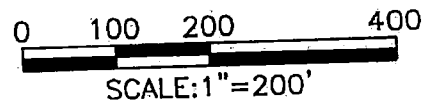
MACKEY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "B"
PAGE 1 OF 1

WIDMER
DOC NO. 01101689



DOS REIS RANCH INC
DOC NO. 81070450



LEGEND

- BOUNDARY OF DESCRIPTION
- EXISTING PROPERTY/RIGHT OF WAY LINE
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION			
LAND ACQUISITION AREA			
CITY LATHROP			CALIFORNIA
MACKAY & SOMPS			
ENGINEERS		PLANNERS	
5142B FRANKLIN DR, PLEASANTON, CA 94588		SURVEYORS (925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
LL.	SEPT. 2017	1"=200'	25201.00

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

No tax due pursuant to Cal. R&T Code
§119211

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN's: Portions of 191-220-10, 191-220-11, 191-220-12, and 191-220-13

Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Saybrook CLSP, LLC, a Delaware limited liability company, its successors and assigns ("Grantor")

HEREBY GRANTS to the City of Lathrop, a general law municipal corporation ("Grantee") the
real property within the City of Lathrop, County of San Joaquin, State of California, more
particularly described in attached **Exhibit A** incorporated herein by this reference ("Spray Field
and/or Storage Pond Property") with the following conditions:

1. The Spray Field and/or Storage Pond Property granted hereby shall be used solely for the following:
 - a. installation and maintenance for spray irrigation and/or pond storage of reclaimed water, in compliance with all applicable laws, generated from City of Lathrop owned and operated (including contract operation) wastewater treatment facilities; and
 - b. wastewater storage or disposal capacity needed for the sole benefit of the Grantor or its successors and assignees to whom Grantor has assigned this capacity.

2. By acceptance of this Grant Deed, Grantee hereby covenants and agrees by the acceptance and recordation of this Grant Deed, for itself and its successors and assigns in title, that the Spray Field and/or Pond Storage Property conveyed herein shall be used solely for the following:
 - a. those purposes described in paragraph 1; and
 - b. only convert to another use with the prior written approval of Grantor.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Mateo }

On 6/21/19 before me, Rachel M. Wright, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY M. WILSON
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel M. Wright
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

3. If all or any portion of the Spray Field and/or Storage Pond Property becomes no longer necessary for such purposes for any reason, including without limitation,

a. because Grantor has provided to Grantee interests in other real property suitable to store and/or dispose of recycled water subject to

1) Grantor's funding, designing, permitting and constructing of such improvements, and

2) City acceptance of design, plan check, construction, and inspection of such improvements, and

3) City Council acceptance of such improvements, and

4) Regional Water Quality Control Board approval of improvements, or,

b. because Grantor has provided other means necessary to lawfully dispose and/or store recycled water as permitted by applicable law and as approved by the Regional Water Quality Control Board that is sufficient to replace the applicable portion of the Spray Field and/or Storage Pond Property conveyed herein for said public purposes, or

c. because Grantor is participating in and has paid their fair share of some other alternative effort to lawfully dispose and/or store recycled water to allow replacement of the portion of the Spray Field and/or Storage Pond Property, including but not limited to a replacement pond or spray field, approved river discharge, or a regional effort, and that effort has resulted in a fully City and RWQCB approved substitution of the portion of disposal or storage capacity being requested for release.

If all work is completed on the design, plan check, construction and inspection of any improvements to the portion of the Spray Field and/or Pond Storage Property determined by the City to be necessary to retain acceptable operations by the City without the remaining Spray Field and/or Pond Storage Property, and if the City Council accepts the completed improvements, then, Grantee shall reconvey to Grantor by grant deed all or the applicable portion of the Spray Field and/or Storage Pond Property determined by the City and Regional Water Quality Control Board to be no longer necessary.

4. The reversionary interest reserved herein shall be personal to Grantor, its successors and assigns.

5. Grantee acknowledges that any portion of the Spray Field and/or Pond Storage Property conveyed to Grantor in accordance with the process noted above shall be "As Is" with no implied or suggested warranty, and that Grantee has no requirement to remove any improvements that have been constructed upon such portion.

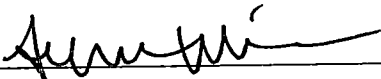
6. Grantor hereby covenants and agrees, for itself and its successors and assigns to the Spray Field and/or Pond Storage Property conveyed herein, to perform such other acts, and to execute, acknowledge and deliver such further instruments, including, without limitation execution of a grant deed, and to provide such further assurances consistent with the provisions of this Grant Deed as may be necessary or appropriate.

DATED: 6/21/19

GRANTOR:

SAYBROOK CLSP, LLC

By: Saybrook Fund Investors, LLC, its managing member



Jeffrey M Wilson
Officer

[Add Notary Pages]

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION
LAND ACQUISITION AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF SAYBROOK CLSP LLC. AS DESCRIBED IN DOCUMENT NUMBERS 14020395, 13154530, AND 13154529, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LANDS OF SAYBROOK, AS DESCRIBED IN DOCUMENT NUMBER 13154529;

THENCE ALONG THE WESTERLY LINE OF SAID LANDS OF SAYBROOK, NORTH 0°57'29" EAST, 509.78 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS OF SAYBROOK THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°42'31" EAST, 1109.37 FEET, TO A POINT OF CUSP, TO WHICH POINT A RADIAL LINE BEARS NORTH 55°26'29" EAST;
2. ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 91.00 FEET, THROUGH A CENTRAL ANGLE OF 110°18'01" FEET, AND AN ARC DISTANCE OF 175.18 FEET;
3. SOUTH 89°42'31" EAST, 1214.99 FEET;
4. SOUTH 46°23'28" EAST, 52.23 FEET;
5. SOUTH 0°02'11" WEST, 71.67 FEET;
6. THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1939.00 FEET, THROUGH A CENTRAL ANGLE OF 11°55'08", AND AN ARC DISTANCE OF 403.36 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS OF SAYBROOK, COMMON WITH THE NORTHERLY LINE OF THE LANDS OF DOS REIS RANCH INC. AS DESCRIBED IN DOCUMENT NUMBER 81070450, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°45'31" WEST, 2343.50 FEET;
2. THENCE NORTH 89°31'31" WEST 134.45 FEET, TO THE POINT OF BEGINNING.

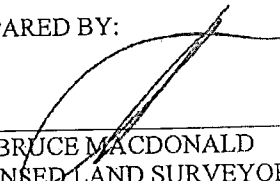
CONTAINING 29.17 ACRES MORE OR LESS.

PORTION OF APN'S 191-220-10, 191-220-11, 191-220-12, AND 191-220-13

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/19)
STATE OF CALIFORNIA



6/19/19
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
51 42 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "B"
PAGE 1 OF 1

WIDMER
DOC NO. 01101689

DE LIMA ROAD

R=91.00'
Δ=110°18'01"
L=175.18'

S46°23'28"E 52.23'

WIDMER
DOC NO. 88012649
N0°57'29"E 509.78'

S89°42'31"E 1109.37'

S89°42'31"E 1214.99'

N55°26'29"E(R)

N54°51'31"W(R) S0°02'11"W 71.67'

SAYBROOK CLSP LLC
DOC NO. 13154529

LAND ACQUISITION AREA
29.17± AC

N89°31'31"W 134.45'

SAYBROOK CLSP LLC
DOC NO. 13154530

SAYBROOK CLSP LLC
DOC NO. 14020395

R=1939.00'
Δ=11°55'08"
L=403.36'

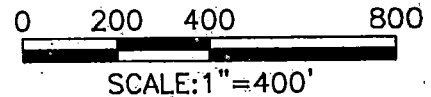
N89°45'31"W 2343.50'

N78°02'41"W(R)

P.O.B.

DOS REIS RANCH INC
DOC NO. 81070450

J&J PROPERTY
INVESTMENT INC
DOC NO. 16151940



LEGEND

- BOUNDARY OF DESCRIPTION
- - - - EXISTING PROPERTY/RIGHT OF WAY LINE
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

LAND ACQUISITION AREA

CITY LATHROP

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	SEPT. 2017	1"=400'	25201.00

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

No tax due pursuant to Cal. R&T
Code §119211

Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY
(GOLDEN VALLEY PARKWAY) AND RELATED UTILITIES IN
PORTION OF APN 191-220-13**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Saybrook CLSP, LLC, a Delaware limited liability company, hereby grant(s) to the CITY OF LATHROP, a general law municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress, road purposes, and all related utilities over and across the hereinafter described real property situated in CITY OF LATHROP and more particularly described in:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

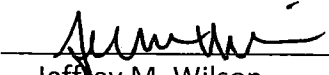
This Irrevocable Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop.

The portion of the real property subject to the above described easement is to be kept by the Grantor and Successor in inherent, open, clear and free from buildings and structures of any kind that may interfere with the City's easement granted herein. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Irrevocable Offer of Dedication as of June 21, 2019:

Grantor: Lathrop Land Acquisition, LLC

By: Saybrook Fund Investors, LLC,
Its managing member

By:  6/21/19
Jeffrey M. Wilson Date
Officer

Certificate of Acceptance

(Notary Acknowledgment Required for Each Signatory)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Mateo }

On 6/21/19 before me, Rachel M. Wright, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY M. WILSON
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel M. Wright
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Certificate of Acceptance

This is to certify that the interest in real property conveyed by the **Irrevocable Offer of Dedication of Easement for Pubic Roadway (De Lima Road) and related Utilities from Saybrook CLSP, LLC, a Delaware limited liability company**, (attached), dated June 21, 2019, to the City of Lathrop, a general law municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution No. 90-72, of the City Council adopted on September 26, 1990, and the duly authorized officer.

By: _____

Teresa Vargas, City Clerk

Date

EXHIBIT "A" LEGAL DESCRIPTION

(See Attached)

EXHIBIT "A"**LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF SAYBROOK CLSP LLC. AS DESCRIBED IN DOCUMENT NUMBER 14020395, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LANDS OF SAYBROOK;

THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS OF SAYBROOK, COMMON WITH THE NORTHERLY LINE OF THE LANDS DOS REIS RANCH INC. AS DESCRIBED IN DOCUMENT NUMBER 81070450, SAN JOAQUIN COUNTY RECORDS, NORTH 89°45'31" WEST 44.82 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89°45'31" WEST, 141.86 FEET TO A POINT OF CUSP, TO WHICH A RADIAL POINT BEARS NORTH 78°02'41" WEST;

THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID LANDS OF SAYBROOK THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE TO THE LEFT, HAVING A RADIUS OF 1939.00 FEET, THROUGH A CENTRAL ANGLE OF 11°55'08", AND AN ARC DISTANCE OF 403.36 FEET;
2. NORTH 0°02'11" EAST, 71.67 FEET;
3. NORTH 46°23'28" WEST, 52.23 FEET;
4. THENCE NORTH 0°17'29" EAST, 27.00 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LANDS OF SAYBROOK, BEING COMMON WITH THE SOUTHERLY RIGHT OF WAY LINE OF DE LIMA ROAD;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°42'31" EAST, 177.80 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND RE-ENTERING SAID LANDS OF SAYBROOK THE FOLLOWING SIX (6) COURSES:

1. SOUTH 0°09'17" EAST, 25.95 FEET;
2. SOUTH 41°48'44" WEST, 22.77 FEET;
3. SOUTH 0°02'11" WEST, 90.94 FEET;
4. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2064.00 FEET, THROUGH A CENTRAL ANGLE OF 9°41'06", AND AN ARC DISTANCE 348.89 FEET;
5. SOUTH 30°48'19" EAST, 22.46 FEET;
6. SOUTH 11°35'36" WEST, 35.16 FEET, TO THE **TRUE POINT OF BEGINNING**.

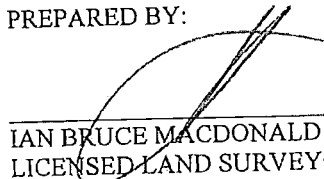
CONTAINING 1.61 ACRES MORE OR LESS.

PORTION OF APN 191-220-13

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART
HEREOF.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/19)
STATE OF CALIFORNIA

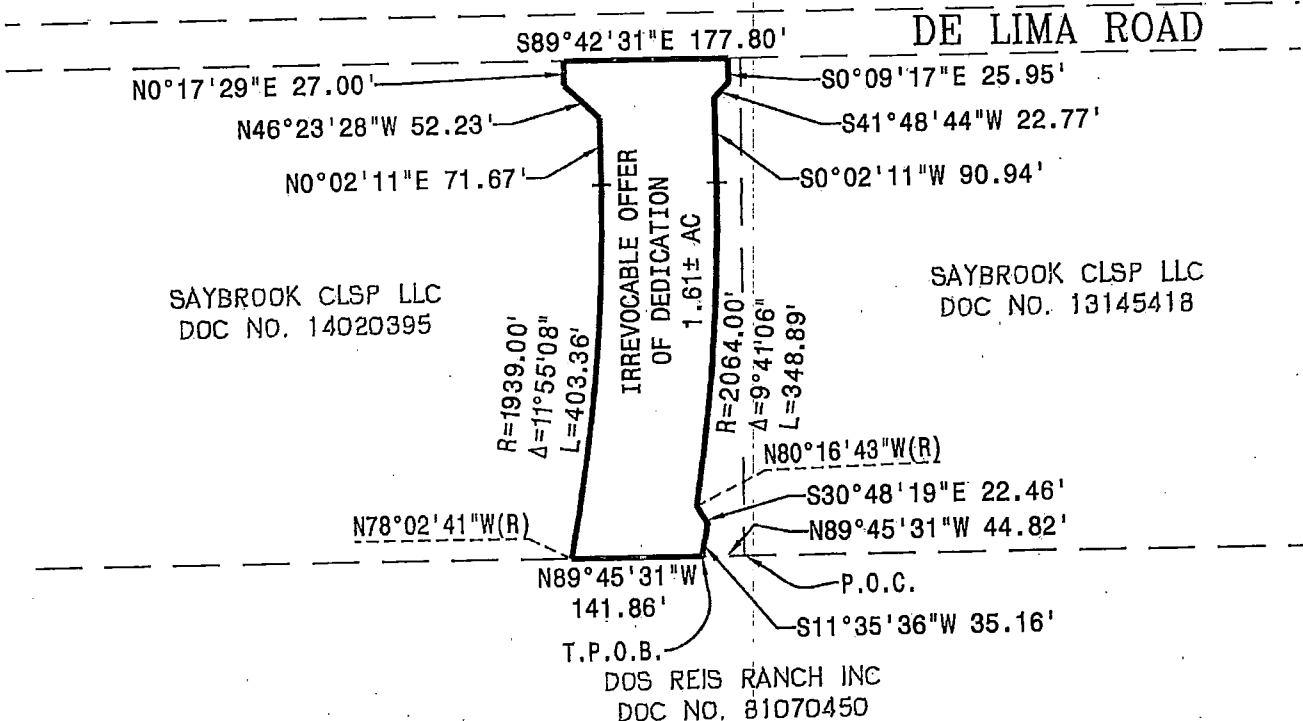


6/17/19
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "B"
PAGE 1 OF 1

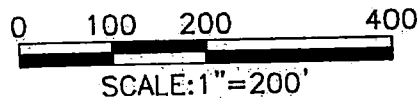
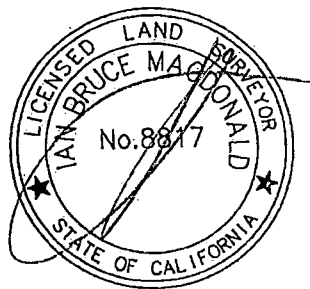
WIDMER
DOC NO. 01101689





SAYBROOK CLSP LLC
DOC NO. 14020395

SAYBROOK CLSP LLC
DOC NO. 13145418

DOS REIS RANCH INC
DOC NO. 81070450



LEGEND

-  BOUNDARY OF DESCRIPTION
-  EXISTING PROPERTY/RIGHT OF WAY LINE
- DOC. NO.** DOCUMENT NUMBER
- T.P.O.B.** TRUE POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

PLAT TO ACCOMPANY DESCRIPTION			
IRREVOCABLE OFFER OF DEDICATION			
CITY LATHROP		CALIFORNIA	
MACKAY & SOMPS			
ENGINEERS 5142B FRANKLIN DR, PLEASANTON, CA 94588		PLANNERS SURVEYORS (925)225-0690	
DRAWN LL	DATE JUNE 2019	SCALE 1"=200'	JOB NO. 25201.00

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
No tax due pursuant to Cal. R&T
Code §119211

Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY
(DE LIMA ROAD) AND RELATED UTILITIES IN
PORTIONS OF APN'S 191-220-10, 191-220-11, 191-220-12 AND 191-220-13**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Saybrook CLSP, LLC, a Delaware limited liability company, hereby grant(s) to the CITY OF LATHROP, a general law municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress, road purposes, and all related utilities over and across the hereinafter described real property situated in CITY OF LATHROP and more particularly described in:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Irrevocable Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop.

The portion of the real property subject to the above described easement is to be kept by the Grantor and Successor in inherent, open, clear and free from buildings and structures of any kind that may interfere with the City's easement granted herein. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Irrevocable Offer of Dedication as of June 21, 2019:

Grantor: Lathrop Land Acquisition, LLC

By: Saybrook Fund Investors, LLC,
Its managing member

By: Jeffrey M. Wilson 6/21/19
Jeffrey M. Wilson Date
Officer

(Notary Acknowledgment Required for Each Signatory)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Mateo }

On 6/21/19 before me, Rachel M. Wright, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY M. WILSON
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel M. Wright
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Certificate of Acceptance

This is to certify that the interest in real property conveyed by the **Irrevocable Offer of Dedication of Easement for Pubic Roadway (Golden Valley Parkway) and related Utilities from Saybrook CLSP, LLC, a Delaware limited liability company**, (attached), dated June 21, 2019, to the City of Lathrop, a general law municipal corporation and governmental agency in the County of San Joaquin, State of California, is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution No. 90-72, of the City Council adopted on September 26, 1990, and the duly authorized officer.

By: _____

Teresa Vargas, City Clerk

Date

EXHIBIT "A" LEGAL DESCRIPTION

(See Attached)

EXHIBIT "A"

**LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN, COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF SAYBROOK CLSP LLC. AS DESCRIBED IN DOCUMENT NUMBERS 14020395, 13154530, AND 13154529, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LANDS OF SAYBROOK AS DESCRIBED IN DOCUMENT NUMBER 13154529, SAID CORNER BEING COMMON WITH A POINT ON THE SOUTHERLY LINE OF DE LIMA ROAD;

THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF SAYBROOK SOUTH 89°42'31" EAST, 2473.40 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS OF SAYBROOK THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 0°17'29" WEST, 27.00 FEET;
2. NORTH 89°42'31" WEST, 1214.99 FEET, TO A POINT OF CUSP, TO WHICH POINT A RADIAL LINE BEARS NORTH 54°51'31" WEST;
3. ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 91.00 FEET, THROUGH A CENTRAL ANGLE OF 110°18'01", AND AN ARC DISTANCE OF 175.18 FEET;
4. NORTH 89°42'31" WEST, 1109.37 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LANDS OF SAYBROOK;

THENCE ALONG SAID WESTERLY LINE NORTH 0°57'29" EAST, 27.00 FEET, TO THE **TRUE POINT OF BEGINNING**.

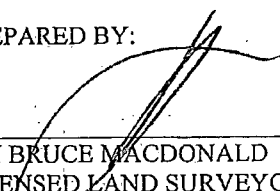
CONTAINING 1.63 ACRES MORE OR LESS.

PORTION OF APN'S 191-220-10, 191-220-11, 191-220-12, AND 191-220-13

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXPIRES 12/31/19)
STATE OF CALIFORNIA



6/19/19
DATE

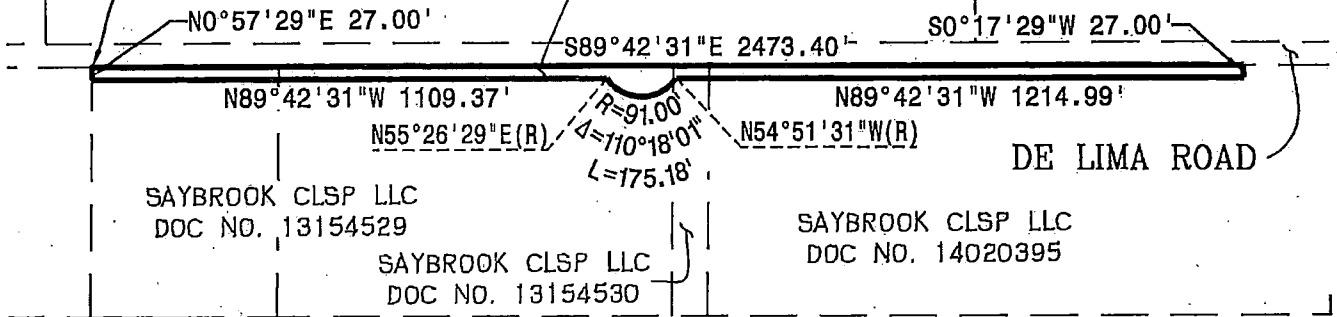
Mackay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "B"
PAGE 1 OF 1

WIDMER
DOC NO. 01101689

IRREVOCABLE OFFER
OF DEDICATION
1.63± AC

P.O.B.

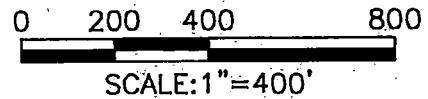


SAYBROOK CLSP LLC
DOC NO. 13154529

SAYBROOK CLSP LLC
DOC NO. 13154530

SAYBROOK CLSP LLC
DOC NO. 14020395

DOS REIS RANCH INC
DOC NO. 81070450



LEGEND

- BOUNDARY OF DESCRIPTION
- - - - EXISTING PROPERTY/RIGHT OF WAY LINE
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

IRREVOCABLE OFFER OF
DEDICATION

CITY LATHROP

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	SEPT. 2017	1"=400'	25201.00

ITEM 4.13

CITY MANAGER'S REPORT JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE AN OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03, APPROVE A REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26**

RECOMMENDATION: **Adopt Resolution Accepting the Gravity Sewer Main and Sanitary Sewer Pump Station Constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for portions of APN: 196-03-03; and Approve Reimbursement Agreement with Pilot Travel Centers LLC, and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-26**

SUMMARY:

Pilot Travel Centers LLC (Pilot), the developer for the Pilot Flying J Travel Center project located at 345 Roth Road, was required to construct a 10-inch gravity sewer main in Roth Road, a 12-inch gravity sewer main in Harlan Road and a sanitary sewer pump station at 11800 Harlan Road to accommodate their needs and future flows. These future flows are contributed by benefiting property owners who connect to the gravity main and sanitary sewer pump station from five (5) areas north of 11800 Harlan Road.

Pilot is eligible for partial reimbursement from users who connect to the gravity sewer main and pump station. The proposed reimbursement agreement requires the City to initiate a Capital Facility Fee (CFF) study to ultimately collect appropriate CFF's from those who develop their property and connect to the sewer line.

LIT Industrial Limited Partnership, legal landowner of the property at 11800 Harlan Road, provided the City a signed offer of dedication for a small portion of land that the sanitary sewer pump station resides on.

Staff recommends that City Council adopt a resolution accepting the gravity sewer main, pump station and offer of dedication for the pump station land; authorize staff to release the performance bond and approve the proposed reimbursement agreement to allow the City to initiate the process to establish a fee for Pilot to collect from future developments within the five (5) areas north of 11800 Harlan Road.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26****BACKGROUND:**

On June 6, 2016, the City's Planning Commission approved the developer's site plan for the development of the Pilot J Travel Center project by Resolution No. 16-4088. The project site is located at 345 Roth Road. A condition of the project was to construct a gravity sewer main from the project site to the frontage at 11800 Harlan Road and construct a public pump station at that location. The gravity sewer main and sewer pump station were sized to accommodate the ultimate flows from the five (5) surrounding areas of benefiting property owners.

The total cost for design and construction of the gravity sewer main and pump station (\$2,197,285), paid by Pilot, is to be shared by five (5) areas of benefitting property owners as shown in Attachment B. Of this total, Pilot's fair share is \$89,295 (unreimbursable costs). The remaining \$2,107,990 is reimbursable as the fair share of the properties listed in Attachment B. Those benefiting property owners will pay their fair share through the established CFF.

As a condition of developing the property at 11800 Harlan Road, the landowner was required to dedicate a small portion of their land to the City for a sanitary sewer pump station at that location. LIT Industrial Limited Partnership, the legal landowner, has provided the City a signed offer of dedication for the land. Staff has reviewed and approved the plat and legal description for the dedication.

REASON FOR RECOMMENDATION:

Since the developer has completed the construction of the sewer facilities according to City Standards and the developer has provide an unconditional wavier stating that all contractors have been paid, staff requests that City Council accept the sewer improvements and Offer of Dedication for the pump station land, and authorize staff to release the performance bond for Pilot associated with Encroachment Permit No. 2017-26; and approve the reimbursement agreement to begin the process of establishing a mechanism for Pilot to be reimbursed by other benefiting property owners.

FISCAL IMPACT:

There is no fiscal impact for the City at this time.

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26

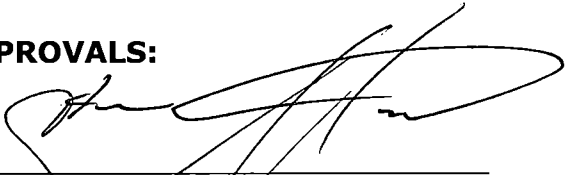
ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop Accepting the Gravity Sewer Main and Sanitary Sewer Pump Station Constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for Portions of APN: 196-03-03; and Approve Reimbursement Agreement with Pilot Travel Centers LLC, and Authorize the Release of Bonds Associated with Encroachment Permit No. 2017-26
- B. Reimbursement Agreement for Gravity Main and Sanitary Sewer Pump Station in Roth Road and Harlan Road
- C. GASB 34 Report
- D. Offer of Dedication for a Portion of APN: 196-03-03

JULY 8, 2019, CITY COUNCIL REGULAR MEETING

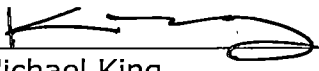
ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE OFFER OF DEDICATION AND REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND RELEASE OF ASSOCIATED ENCROACHMENT PERMIT NO. 2017-26

APPROVALS:




Steven J. Medina
Assistant Engineer

6/20/19
Date



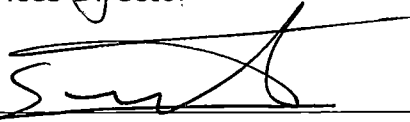
Michael King
Assistant Director of Public Works

6/20/19
Date



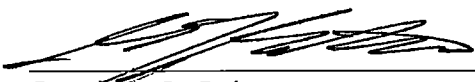
Cari James
Finance & Administrative
Services Director

6/26/19
Date



Salvador Navarrete
City Attorney

6-20-19
Date



Stephen J. Salvatore
City Manager

6-28-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION CONSTRUCTED BY MARK III CONSTRUCTION, INC., IN ROTH ROAD AND HARLAN ROAD AND OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03; AND APPROVE REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26

WHEREAS, on June 6, 2016, the Planning Commission of the City of Lathrop approved the Site Plan Review, SPR-15-56 which established the conditions for the construction of a Pilot Flying J Travel Center (Pilot) at 345 Roth Road; and

WHEREAS, a condition of the project was to construct an off-site gravity sewer main in Roth Road and Harlan Road and a sanitary sewer pump station at 11800 Harlan Road to accommodate their needs and future flows from the five (5) areas north of 11800 Harlan Road; and

WHEREAS, Pilot is eligible for partial reimbursement from owners of properties that develop and connect to this sewer line; and

WHEREAS, the sewer improvements have been inspected by City staff and have been deemed complete and ready for acceptance; and

WHEREAS, LIT Industrial Limited Partnership, legal landowner of the property at 11800 Harlan Road, provided the City a signed offer of dedication for a small portion of land that the sanitary sewer pump station resides on; and

WHEREAS, staff has confirmed that the sewer facilities have been completed according to City Standards; and

WHEREAS, the developer has provided an unconditional waiver stating that all contractors have been paid; and

WHEREAS, staff has reviewed and approved the provided plat and legal description for the dedication; and

WHEREAS, staff recommends City Council accept the gravity sewer main, sanitary sewer pump station and Offer of Dedication for the pump station land, and authorize City staff to release the performance bond for Pilot; and

WHEREAS, staff recommends City Council approve the reimbursement agreement between Pilot and the City to establish a mechanism for Pilot to be reimbursed by other benefiting property owners.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the gravity sewer main, sanitary sewer pump station, and Offer of Dedication for the pump station land, and authorize City staff to release the performance bond in association with Encroachment Permit No. 2017-26; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the reimbursement agreement for the gravity sewer main and sanitary sewer pump station with Pilot Travel Centers LLC.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND
SANITARY SEWER PUMP STATION IN ROTH ROAD AND HARLAN
ROAD**

This Reimbursement Agreement for the Gravity Main and Sanitary Sewer Pump Station (“*Agreement*”) is made and entered into this _____ (____) day of _____ 2019, (“*Effective Date*”) by and between the City of Lathrop (“*City*”), a municipal corporation of the State of California (“*City*”) and Pilot Travel Centers L.L.C., a Delaware Limited Liability Company, (“*Developer*”). City and Developer may be collectively referred to herein as the “*Parties*” or individually as a “*Party*”.

RECITALS

WHEREAS, on May 11, 2016 the Planning Commission of the City of Lathrop approved the Site Plan Review (SPR-15-56) which established the conditions for the construction of a Pilot Flying J Travel Center at 345 Roth Road; and

WHEREAS, the Site Plan Review approval was subject to Public Works Condition of Approval No. 5, “Applicant shall construct an off-site sewer from the project property to the frontage at 11800 Harlan Rd and construct a public pump station at that location. The Applicant shall size the sewer to accommodate the ultimate flows for the surrounding areas. Applicants eligible for partial reimbursement from users who connect to this line. The Applicant shall enter into a reimbursement agreement with the City. The sewer system shall be constructed prior to any occupancy being granted.”; and

WHEREAS, pursuant of Lathrop Municipal Code 13.16.190, this Reimbursement Agreement establishes a mechanism to reimburse the Developer for a proportionate share of the incurred cost of oversizing the construction improvements to the Gravity Main and Sanitary Sewer Pump Station in Harlan Road and Stonebridge Lane. Such proportionate share shall be based on area of the land or lands of the future users, the wastewater generation factor as described in Section 5 - Sewer System Standards, City Standards 2014, and the wastewater generation of future users.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and understandings hereinafter set forth, City and Developer hereby set forth their agreement as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.
2. Project. The Project consists of the construction of a Gravity Main and Sanitary Sewer Pump Station in Harlan Road as approved by the City Engineer (“*Project*”). Developer has designed, funded and constructed the Project in conformance with City Standards.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANITARY SEWER PUMP STATION IN HARLAN ROAD

3. Reimbursement

(a) The Developer has completed the Project. City Council has accepted the improvements, Developer is eligible to be reimbursed for a portion of the Actual Costs as described in (b) below.

(b) "Actual Costs" includes those design costs, construction costs, and other costs for a total of **\$2,197,285** as detailed in Exhibit A attached hereto.

(c) The Developer's unreimbursable expenses associated with the off-site improvements are defined as those expenses associated with Gravity Main and Sanitary Sewer Pump Station in Harlan Road. Specifically, the percent total flow of the wastewater generated multiplied by the Actual Costs calculated as **\$89,295** based on parcel area and City wastewater generation factors ("Unreimbursable Sewer Line Expense" as detailed in Exhibit A).

(d) The Developer shall not have the right to reimbursement for sums contributed by the Developer in excess of the Actual Costs minus the Unreimbursable Sewer Line Expense **\$2,197,285 - \$89,295 = \$2,107,990**.

(e) Lathrop Municipal Code 13.16.19 states:

Where an applicant for sewer service is so located that it is necessary to construct or cause to be constructed a new main, service line, pump, lift station or other sewer facilities, or to expand or replace such facilities, the applicant shall be responsible for such work. The city may require that such work be oversized in order to provide for future use by others of such work, and, in the event the city so requires, the cost of such oversizing shall be determined, and the city may require future users of such facilities to reimburse the original builder for a proportionate share of the cost of such oversizing. Such proportionate share shall be based on frontage of the land or lands of the future user, will be collected at the time of connection to the works, and reimbursed to the original builder within thirty (30) days of collection. In no event shall the city be liable for reimbursement to the original builder unless and until such reimbursement is collected from the new users. In no event shall the city be liable for failure to make such collection. No such collection or reimbursement will be made after ten (10) years from the date of completion of the original work or works.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANITARY SEWER PUMP STATION IN HARLAN ROAD

(f) Lathrop Municipal Code 3.20.040 states:

The fees imposed by the city pursuant to this title shall be used to pay for the cost of providing specified public facilities, as described in implementing resolutions. As described in each implementing resolution, the specified public facilities will be categorized into separate and distinct sets of public facilities based upon the type of public facility to be provided, the geographical area served by the public facility, or other identifying features. Each separate set of specified public facilities described in an implementing resolution shall be referred to in this title as a "public facility category."

(g) Based on the above, the City shall establish a Community Facilities Fee (CFF), paid by the Developer and included in the reimbursement, to collect reimbursement from developers of properties benefited by the Project for a period of ten (10) years. The aforementioned ten (10) year period shall begin on the effective date of CFF.

4. City to Use Best Efforts to Perform Agreement. City agrees to use its best efforts, and take all reasonable and necessary actions to provide reimbursement fees as mentioned in reimbursement item 3(g), above.
5. Counterparts. This Agreement may be executed in counterparts, and each fully executed counterpart will be considered an original document.
6. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
7. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
8. Successors and Assigns. This Agreement is binding upon and insures to the benefit of the permitted successors and assigns of the parties hereto.
9. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.
10. Time is of the Essence. City and Developer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANTITARY SEWER PUMP STATION IN HARLAN ROAD

11. Construction and Survival of Provisions. This Agreement has been prepared jointly by the parties and their professional advisors. City and Developer and their respective advisors believe that this Agreement is the product of all their efforts that expresses their agreement and that it should not be interpreted in favor of or against either Developer or City. The parties further agree that this Agreement will be constructed to effectuate the normal and reasonable expectations of a sophisticated City and Developer.
12. Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and constructed and enforced in accordance with the laws of the State of California.
13. No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of City.

REIMBURSEMENT AGREEMENT FOR GRAVITY MAIN AND SANTITARY SEWER PUMP STATION IN HARLAN ROAD

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

DEVELOPER

Pilot Travel Centers L.L.C.

By: _____

Date: _____

Name: _____

Title: _____

CITY

CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California

By: _____

Date: _____

Stephen J. Salvatore
City Manager

APPROVED AS TO FORM:

By: _____

Date: _____

Salvador Navarrete
City Attorney

6-25-19

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Gravity Main and Sanitary Sewer Pump Station Cost

\$	2,192,492.78	Costs based on paid invoices
\$	4,792.05	Cost to establish CFF
\$	2,197,284.83	Actual Total
\$	89,294.60	Unreimbursable
\$	2,107,990	Reimbursable

Cost Spread Method

Cost will be divided into fair share reimbursements as determined by parcel area and City wastewater generation factors for the parcels listed below or any subdivision thereof. The gravity main and sanitary sewer pump station was designed to convey the flows from five(5) areas north of 11800 Harlan Road as shown in the Sewer Study Area Map included here in Exhibit A. Wastewater Generation Factors are from Section 5 - Sewer System Standards, City Standards 2014. The unreimbursable amount is based on Pilot Travel Center's parcel size and generation factor.

Current Parcel Listing and Fair Share Amount

APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	¹ Wastewater Generation (gpd)	² Percent (%) of Total Wastewater Generation	³ Fair Share Cost
Area 1							
19602004	134 ROTH RD	1.01	Freeway Commercial	1,200	1,212	0.5%	\$ 10,295
19602005	11333 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602006	11338 S HARLAN RD	1.66	Freeway Commercial	1,200	1,992	0.8%	\$ 16,921
19602007	11299 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602008	11378 S HARLAN RD	1.72	Freeway Commercial	1,200	2,064	0.8%	\$ 17,533
19602009	11401 S HARLAN RD	0.59	Freeway Commercial	1,200	711	0.3%	\$ 6,041
19602010	11432 S HARLAN RD	3.87	Freeway Commercial	1,200	4,644	1.8%	\$ 39,449
19602011	11525 S HARLAN RD	0.41	Freeway Commercial	1,200	492	0.2%	\$ 4,179
19602012	11500 S HARLAN RD	3.66	Freeway Commercial	1,200	4,392	1.7%	\$ 37,308
19602013	11550 S HARLAN RD	3.97	Freeway Commercial	1,200	4,764	1.8%	\$ 40,468
19602014	11616 S HARLAN RD	3.43	Freeway Commercial	1,200	4,116	1.6%	\$ 34,964
19602015	11674 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$ 4,281
19602016	11672 S HARLAN RD	3.88	Freeway Commercial	1,200	4,656	1.8%	\$ 39,551
19602018	11265 S HARLAN RD	0.64	Freeway Commercial	1,200	773	0.3%	\$ 6,563
19602020	116 ROTH RD	1.88	Freeway Commercial	1,200	2,252	0.9%	\$ 19,127
19603001	250 ROTH RD	9.52	Limited Industrial	900	8,568	3.3%	\$ 72,781
19603002	342 ROTH RD	15.41	Limited Industrial	900	13,869	5.4%	\$ 117,811
<i>Subtotal</i>		<i>52.91</i>			<i>56,016</i>	<i>21.7%</i>	<i>\$ 475,833</i>
Area 2							
19125009	11401 S MANTHEY RD	6.84	Freeway Commercial	1,200	8,208	3.2%	\$ 69,723

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Area 1									
19125010	11555 S	MANTHEY	RD	0.08	Freeway Commercial	1,200	97	0.0%	\$ 823
19125014	11293 S	MANTHEY	RD	11.40	Freeway Commercial	1,200	13,680	5.3%	\$ 116,205
Subtotal				18.32			21,985	8.5%	\$ 186,752
Area 3									
19333017	11145 S	HARLAN	RD	1.18	Freeway Commercial	1,200	1,416	0.5%	\$ 12,028
19333028	10842 S	HARLAN	RD	28.24	Freeway Commercial	1,200	33,888	13.1%	\$ 287,863
19333030	10998 S	HARLAN (Beneto)	RD	14.88	Freeway Commercial	1,200	17,856	6.9%	\$ 151,678
19333031	10980 S	HARLAN	RD	1.97	Freeway Commercial	1,200	2,364	0.9%	\$ 20,081
									Unreimbursable
19333030	345	ROTH (Pilot)	RD	8.76	Freeway Commercial	1,200	10,512	4.1%	-\$89,295
Subtotal				46.27			66,036	21.5%	\$ 382,356
Area 4									
19332008	707	ROTH	RD	8.85	Limited Industrial	900	7,965	3.1%	\$ 67,659
19332012	755	ROTH	RD	8.93	Limited Industrial	900	8,037	3.1%	\$ 68,271
19332013	719	ROTH	RD	1.62	Limited Industrial	900	1,458	0.6%	\$ 12,385
19332016	865	ROTH	RD	7.37	Limited Industrial	900	6,633	2.6%	\$ 56,344
19332017	889	ROTH	RD	3.00	Limited Industrial	900	2,700	1.0%	\$ 22,935
19332018	801	ROTH	RD	9.74	Limited Industrial	900	8,766	3.4%	\$ 74,463
19332019	11160 S	MCKINLEY	AV	0.54	Limited Industrial	900	486	0.2%	\$ 4,128
19332020	11156 S	MCKINLEY	AV	2.74	Limited Industrial	900	2,466	1.0%	\$ 20,948
19332021	437	ROTH	RD	1.22	Limited Industrial	900	1,098	0.4%	\$ 9,327
19332022	11200 S	MCKINLEY	AV	0.87	Limited Industrial	900	783	0.3%	\$ 6,651
19332024	11288 S	MCKINLEY	AV	2.86	Limited Industrial	900	2,574	1.0%	\$ 21,865
19338001	11285 S	VALLEJO	CT	4.00	Limited Industrial	900	3,600	1.4%	\$ 30,580
19338002	11191 S	VALLEJO	CT	4.09	Limited Industrial	900	3,681	1.4%	\$ 31,268
19338003	11180 S	VALLEJO	CT	4.09	Limited Industrial	900	3,681	1.4%	\$ 31,268
19338004	11290 S	VALLEJO	CT	4.02	Limited Industrial	900	3,618	1.4%	\$ 30,733
19338005	11150 S	VALLEJO	CT	1.95	Limited Industrial	900	1,755	0.7%	\$ 14,908
Subtotal				65.89			59,301	22.9%	\$ 503,735

Exhibit A

Exhibit A: Gravity Main and Sanitary Sewer Pump Station Fair Share Reimbursement

Area 1									
Area 5									
19333011	11199 S	MANTHEY	RD	0.77	Freeway Commercial	1,200	924	0.4%	\$ 7,849
19333015	10623 S	MANTHEY	RD	0.52	Freeway Commercial	1,200	624	0.2%	\$ 5,301
19333016	11140 S	MANTHEY	RD	0.16	Freeway Commercial	1,200	192	0.1%	\$ 1,631
19333019	10749 S	MANTHEY	RD	9.22	Freeway Commercial	1,200	11,064	4.3%	\$ 93,984
19333021	11161 S	MANTHEY	RD	0.97	Freeway Commercial	1,200	1,164	0.4%	\$ 9,888
19333022	11100 S	MANTHEY	RD	0.50	Freeway Commercial	1,200	600	0.2%	\$ 5,097
19333034	10910 S	MANTHEY	RD	1.76	Freeway Commercial	1,200	2,112	0.8%	\$ 17,940
19333035	10950 S	MANTHEY	RD	2.49	Freeway Commercial	1,200	2,988	1.2%	\$ 25,382
19333036	0	BRIGGS/MANTHEY		27.60	Freeway Commercial	1,200	33,120	12.8%	\$ 281,339
19333037	124 W	BRIGGS	RD	1.07	Freeway Commercial	1,200	1,284	0.5%	\$ 10,907
19333038	58 W	BRIGGS	RD	1.05	Freeway Commercial	1,200	1,260	0.5%	\$ 10,703
Subtotal				46.11			55,332	21.4%	\$ 470,020
									Reimbursable
Total							258,670	95.9%	\$ 2,107,990

Sample Calculations

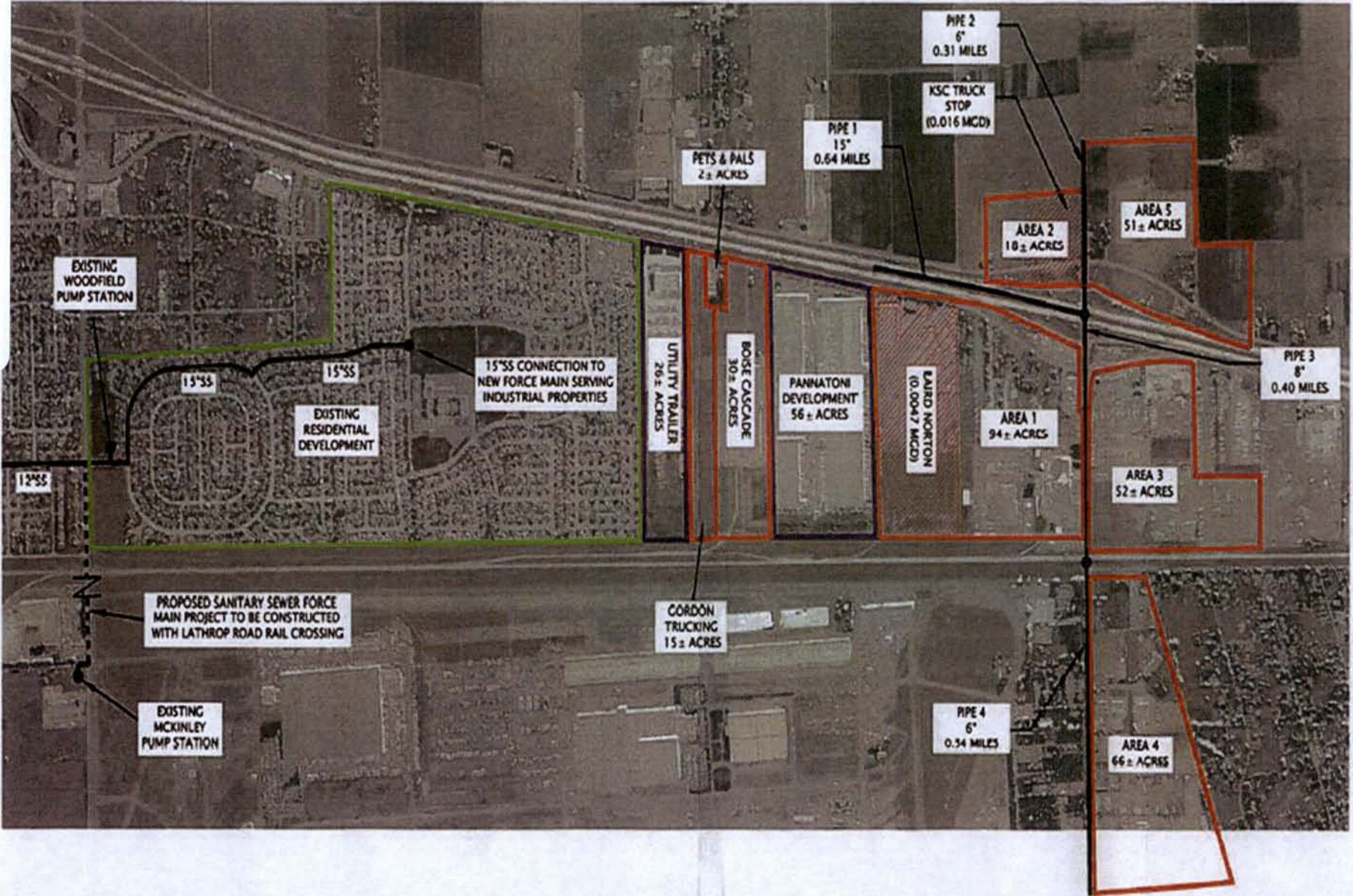
¹Wastewater Generation (gpd) = Area (acre) x Wastewater Generation Factor (gpd/acre) = 1.01 acres x 1200 gpd/acre = 1,212 gpd

²Percent (%) of Total Wastewater Generation = Wastewater Generation (gpd) ÷ Total Wastewater Generation = (1212 gpd ÷ 296,227 gpd) x 100 = 0.4%

³Fair Share Cost = Percent (%) of Total Wastewater Generation x Reimbursable = 0.4% x \$ 661,000.00 = \$ 2,704

Exhibit A

Exhibit A



SEWER STUDY AREAS
OF
NORTH LATHROP
FOR
CITY OF LATHROP

KEER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
11111 American Lane, Suite 100
Portland, Oregon 97228
Tel: 503.251.1100
Fax: 503.251.1101

CALIFORNIA

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

Date: 02/13/19

Wong Engineering

Invoice Item	Description	Cost
	Sanitary Sewer Line and Pump Station	\$ 52,002.55
	Construction Costs and Change Orders	\$ 2,126,272.90
	PG&E Extension of Utilities	\$ 14,217.33
	Total	\$ 2,192,492.78

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION FOR A PORTION OF APN: 196-03-03

SEWER PUMP STATION SITE

THIS LAND DEDICATION (this "**Dedication**") is made by LIT INDUSTRIAL LIMITED PARTNERSHIP, a California corporation ("**Owner**"), to and for the benefit of the CITY OF LATHROP, a municipal corporation ("**City**"), as of the date of recording.

RECITALS

A. Owner is the owner of real property, Assessor's Parcel Number (APN) 196-03-03, located in the City of Lathrop, County of San Joaquin, State of California, as more particularly described in Exhibit A attached hereto ("**Property**").

B. Pursuant to condition 15 of the Minor Site Plan Review, dated June 29, 2017, for the UPS Phase II Expansion Project, File No. MSPR-17-043, Owner is required to dedicate a portion of said Property, depicted on Exhibit B and incorporated herein ("**Sanitary Sewer Pump Station Property**"), to the City.

WITH REFERENCE TO THE FACTS DESCRIBED ABOVE, City and Owner agree as follows:

Section 1. Owner does hereby make an irrevocable offer to dedicate the Sanitary Sewer Pump Station Property to the City for the future site of the City sewer pump station.

Section 2. City accepted offer of dedication pursuant to Resolution 19-____, including maintenance and management of the Sanitary Sewer Pump Station Property and any improvements located thereon.

Section 3. Owner and City hereby consent to the recordation of this Dedication in the Official Records of the County of San Joaquin, at which time Owner shall have no further obligations or liability with respect to the Sanitary Sewer Pump Station Property, and the City shall defend, indemnify, and hold harmless the Owner from all actions, claims, costs, liabilities, proceedings and/or requirements relating to or arising in connection with the Sanitary Sewer Pump Station Property.

Section 4. City accepts the Sanitary Sewer Pump Station Property on as “as-is”, “where-is” and “with all faults” basis”. Owner has no obligation to repair or correct any such conditions or defects or compensate City for any condition or defect affecting the Sanitary Sewer Pump Station Property.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner has properly executed, and City has hereby accepted, this Dedication as follows:

LIT INDUSTRIAL LIMITED PARTNERSHIP,
a California corporation

By: _____

Name: _____

Title: _____

CITY OF LATHROP,
a municipal corporation in the
County of San Joaquin, State of California

By: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM:

By: _____
Salvador Navarrete
City Attorney

RECORDING REQUESTED BY

Chicago Title Insurance Company
FSST-TO15000356
WHEN RECORDED RETURN TO and
MAIL TAX STATEMENTS TO

LIT Industrial Limited Partnership
c/o Clarion Partners
1717 McKinney, Suite 1900
Dallas, Texas 75202
Attn: Dayton Conklin

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 196-030-030-000

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is: \$10,953.00

- Computed on full value of property conveyed, or
 Computed on full value less value of liens and encumbrances remaining at time of sale.
 Unincorporated area: City of Lathrop, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LN HARLAN REAL ESTATE LLC, a Washington limited liability company ("**Grantor**"), hereby grants to LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware partnership ("**Grantee**"), the real property located in the City of Lathrop, County of San Joaquin, State of California, described as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
(APN: 196-030-030-000)

[Signature and notary acknowledgment on following page]

Executed as of April 23, 2015.

GRANTOR:

LN HARLAN REAL ESTATE LLC,
a Washington limited liability company

By LN Real Estate LLC,
a Washington limited liability company,
its Sole Member and Manger

By Laird Norton Real Estate Inc.,
a Washington corporation
Its Sole Member and Manager

By: *Nick A. Pavelich*
Nick A. Pavelich
Its President

STATE OF WASHINGTON

} ss.

COUNTY OF KING

On April 23, 2015, before me, a licensed notary public, personally appeared NICK A. PAVELICH, to me known to be the President of Laird Norton Real Estate, Inc., a Washington corporation, which is sole member of LN Real Estate LLC, a Washington limited liability company, which is sole member of LN Harlan Real Estate LLC, a Washington limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer Polson
Printed Name Jennifer Polson
Notary Public in and for the State of Washington,
residing at King
My Commission Expires 10-20-18



LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, DESCRIBED AS FOLLOWS:

That certain parcel of land situated in the County of San Joaquin, State of California, being a portion of Parcels B and C of the Parcel Map recorded in Book 9, at Page 208 of Parcel Maps, and located in the North half of Section 14, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, described as follows:

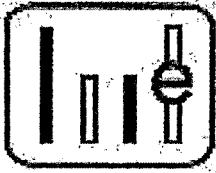
Commencing at an iron rod marking the point of intersection of the Southerly line of Roth Road (60 feet wide), with the Westerly line of land (400 feet wide) of Southern Pacific Transportation Company, acquired by virtue of Act of Congress of July 1, 1862; thence South 0°11'52" West, along said Westerly line being parallel with and distant 200.00 feet Westerly, measured at right angles, from the original located center line of said Company's main tract (Tracy - Sacramento), 1317.92 feet to the True Point of Beginning of the parcel of land to be described; thence continuing South 0°11'52" West, along said Westerly line, 880.00 feet; thence South 89°50'00" West, 2142.17 feet to the point on the Easterly line of Harlan Road (60 feet wide); thence North 10°10'00" East, along said Easterly line and also the Westerly line of that certain 17.261 acre parcel of land described in the deed dated June 18, 1959 from Benjamin L. Remington to Central Pacific Railway Company, recorded June 19, 1959 in Book 2190 of Official Records, Page 444, Records of said County, 742.62 feet to an angle point therein; thence North 11°09'30" East, continuing along said Easterly line and also last said Westerly line 152.35 feet to the Northwest corner of Parcel B of that certain parcel map filed for record on December 24, 1980 in Book 9 or Parcel Maps, Page 208, Records of San Joaquin County; thence leaving said Easterly line North 89°46'51" East, continuing along last said Westerly line and also the Northerly line of said Parcel B, a distance of 1191.84 feet to an angle point in last said Westerly line; thence leaving last said Westerly line North 89°54'38" East, 792.80 feet to the Actual Point of Beginning, containing an area of 41.731 acres, more or less.

Excepting therefrom:

That portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; as excepted in the deed from Southern Pacific Transportation Company, a Delaware corporation, recorded August 11, 1986, as Instrument No: 86-64096.

Assessor's Parcel Number 196-030-030-000

END OF LEGAL DESCRIPTION


Wong Engineers, Inc.

4578 Feather River Drive, Suite A
 Stockton, California 95219
 Phone (209) 476-0011 Fax (209) 476-0135

Zachary C. Wong P.E., P.L.S.

DATE: MARCH 2, 2018

DESCRIPTION OF DEDICATION FOR SANITARY SEWER PUMP STATION

A PORTION OF PARCELS B AND C IN BOOK 9 OF PARCEL MAPS , PAGE 208, FILED FOR RECORD, DECEMBER 24, 1980 AND LOCATED IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF ROTH ROAD (60 FEET WIDE), WITH THE WESTERLY LINE OF LAND (400 FEET WIDE) OF SOUTHERN PACIFIC TRANSPORTATION COMPANY, ACQUIRED BY VIRTUE OF ACT OF CONGRESS OF JULY 1, 1862; THENCE SOUTH 0°11'52" WEST, 1317.92 FEET ALONG SAID WESTERLY LINE BEING PARALLEL WITH AND DISTANT 200.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE ORIGINAL LOCATED CENTER LINE OF SAID COMPANY'S MAIN TRACT (TRACY – SACRAMENTO) TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN GRANT DEED DOCUMENT NUMBER 2015-046400, RECORDED APRIL 24, 2015; CONTINUING THENCE ALONG SAID EAST LINE OF SAID PROPERTY, SOUTH 0°11'52" WEST, 880.00 FEET TO THE SOUTHEAST CORNER OF SAID DESCRIBED PROPERTY; THENCE ALONG SAID SOUTH LINE, SOUTH 89°50'00" WEST, 2026.59 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; CONTINUING THENCE ALONG SAID SOUTH LINE, SOUTH 89°50'00" WEST, 114.97' TO THE POINT ON THE EASTERLY LINE OF HARLAN ROAD (60 FEET WIDE); THENCE ALONG SAID EAST LINE OF HARLAN ROAD; NORTH 10°10'00" EAST, 19.59 FEET; THENCE SOUTH 89°50'00" WEST, 29.48 FEET; THENCE NORTH 10°10'00" EAST, 41.02 FEET; THENCE SOUTH 70°44'47" EAST, 80.13 FEET; THENCE SOUTH 01°28'36" WEST, 33.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL CONTAINING 4,376 SQUARE FEET MORE OR LESS.

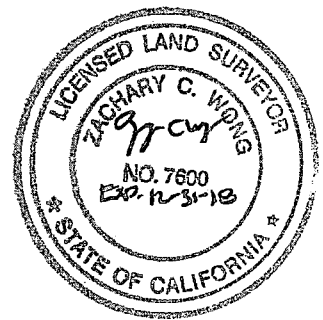
EXCEPTING THEREFROM:

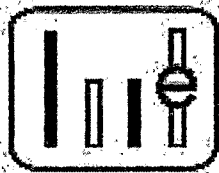
THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; AS EXCEPTED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, RECORDED AUGUST 11, 1986, AS INSTRUMENT NO. 86-64096.

END OF DESCRIPTION.

ATTACHED IS A PLAT ENTITLED EXHIBIT "B" WHICH BY REFERENCE IS MADE PART THEREOF.

PREPARED BY: *Zachary C. Wong*
ZACHARY C. WONG, LS 7600





Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011 Fax (209) 476-0135

Zachary C. Wong P.E., P.L.S.

Job No. 3834
Pilot Flying J – Harlan Road
Date: 3-2-2018

=====
Parcel Summary
Map Check Data
=====

Parcel name: DEDICATION OF SANITARY SEWER PUMP STATION

North: 2132730.2985' East: 6335884.4588'

Segment #1 : Line

Course: S89°50'00"W Length: 85.44'
North: 2132730.0500' East: 6335799.0192'

Segment #2 : Line

Course: N10°10'00"E Length: 60.24'
North: 2132789.3441' East: 6335809.6523'

Segment #3 : Line

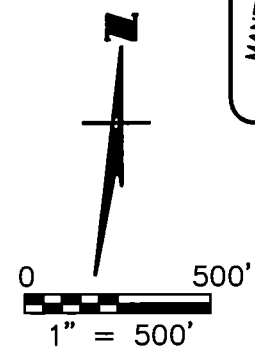
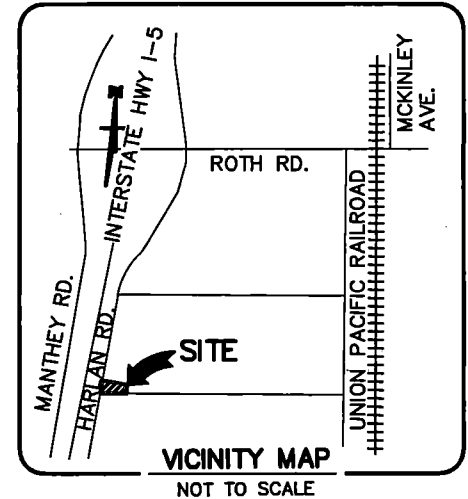
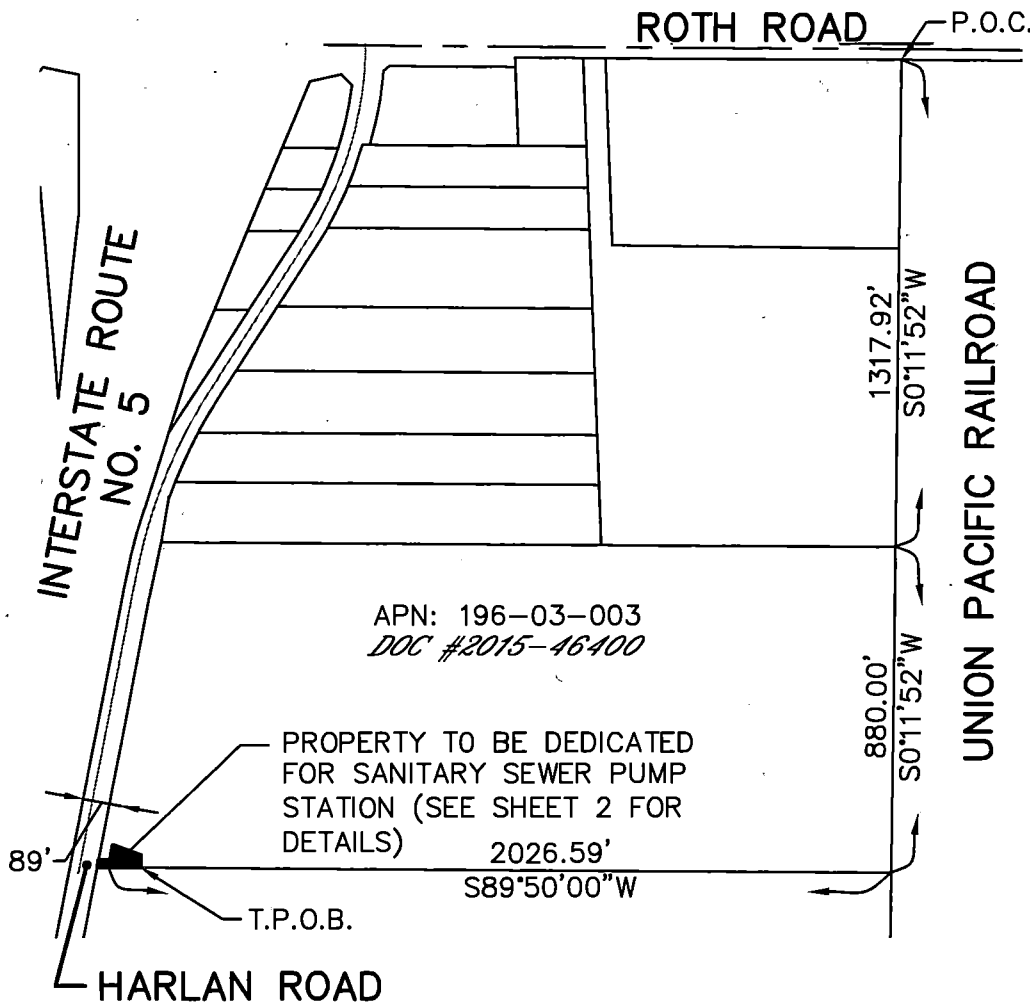
Course: S70°53'24"E Length: 79.98'
North: 2132763.1600' East: 6335885.2247'

Segment #4 : Line

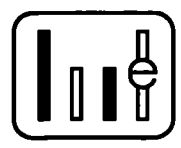
Course: S1°19'46"W Length: 32.87'
North: 2132730.2989' East: 6335884.4621'

Perimeter: 258.54' Area: 3783.81 Sq. Ft.
Error Closure: 0.0033 Course: N83°28'09"E
Error North: 0.00038 East: 0.00328

Precision 1: 78342.42



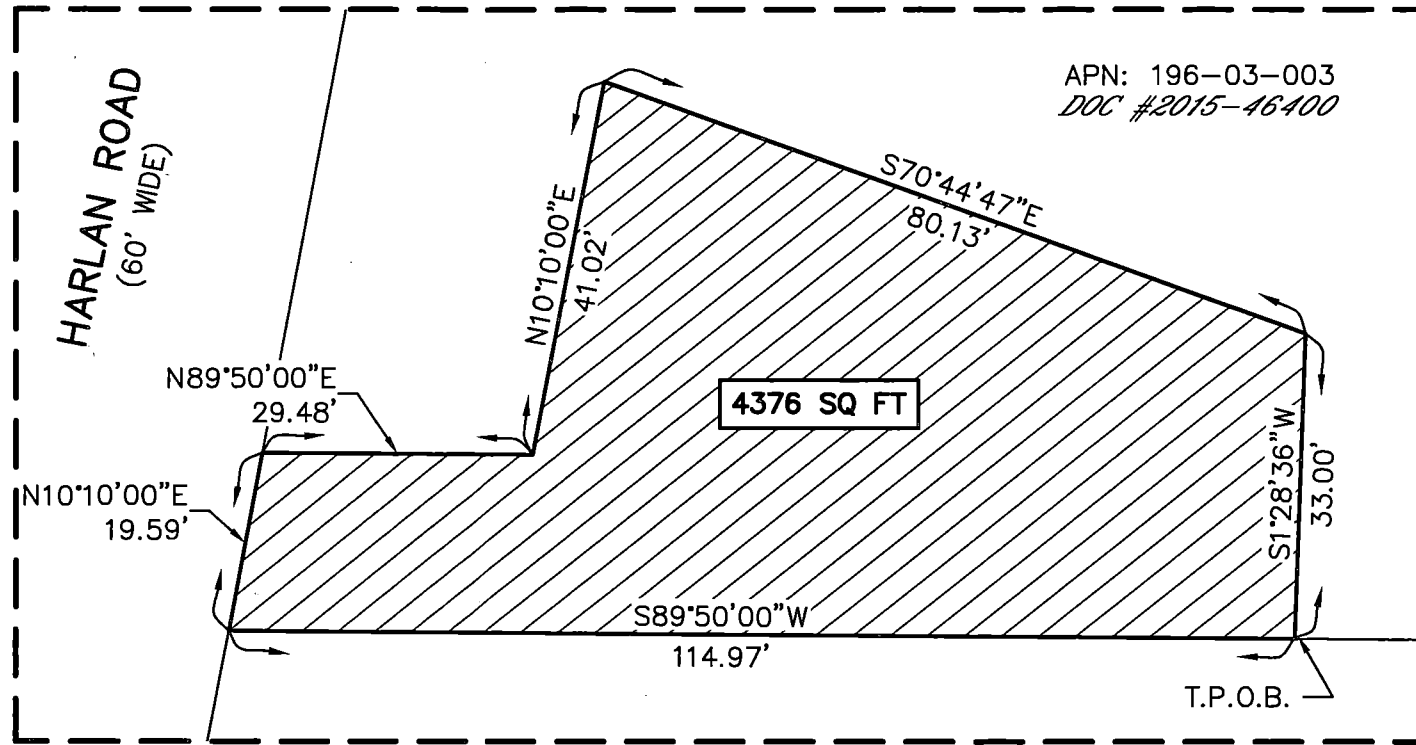
- LEGEND**
- DOC DENOTES DOCUMENT NUMBER
 - P.U.E. DENOTES PUBLIC UTILITY EASEMENT
 - P.O.C. DENOTES POINT OF COMMENCEMENT
 - T.P.O.B. TRUE POINT OF BEGINNING
 - EX. DENOTES EXISTING



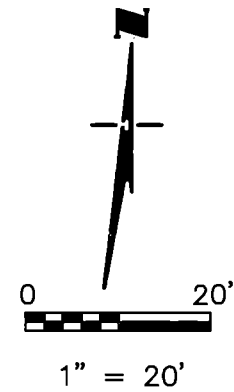
WONG ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 MARCH 2, 2018 SHEET 1 OF 2

EXHIBIT "B"
PLAT OF DEDICATION
SANITARY SEWER PUMP
STATION & ACCESS ROAD

Exhibit B

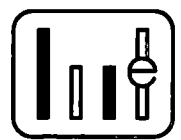


APN: 196-03-003
 DOC #2015-46400



DETAIL

SCALE: 1" = 20'



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 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 MARCH 2, 2018 SHEET 2 OF 2

EXHIBIT "B"
PLAT OF DEDICATION
SANITARY SEWER PUMP
STATION & ACCESS ROAD

Exhibit B

ITEM 4.14

CITY MANAGER'S REPORT JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ITEM: VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

RECOMMENDATION: Adopt Resolution, Acting as the Land Use Agency, Validating the June 20, 2016, Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin)

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year or Urban Level of Flood Protection (ULOP). In order to comply with this requirement and remain consistent with Department of Water Resources (DWR) Guidance regarding how cities can adhere to the requirement, the City needs to make findings of Adequate Progress toward the provision of Urban Level Flood Protection 200-year flood protection.

On June 20, 2016, June 5, 2017, and July 9, 2018, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in Reclamation District 17 Basin (hereinafter referred to as the Mossdale Tract Area). This allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a limited period subject to ongoing validation of that finding. One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board on the efforts in working toward completion of the flood protection system.

Based on the approval by San Joaquin Area Flood Control Agency (SJAFC) of the 2019 Annual Adequate Progress Report Update (Attachment B) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2025, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016. This would allow the City of Lathrop to continue to issue, within the Mossdale Tract, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through 2020.

BACKGROUND:

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

The existing Mossdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mossdale Tract Area, in coordination with RD 17, are jointly pursuing efforts to achieve ULOP by 2025.

In June 2016, June 2017, and June 2018, Larsen Wurzul & Associates (LWA) prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (APR). The APR served as a strategic plan describing and outlining the steps that the Local Flood Management Agency (LFMA) and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of 2007 Senate Bill 5 (SB 5).

This 2019 Annual Adequate Progress Report Update (Attachment B), in combination with other documentation submitted by SJAFCA as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."

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

The June 2016 APR described several aspects including:

- The requirements set forth by SB 5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMA in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS**

PAGE 3

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

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

The 2019 Annual Adequate Progress Report Update was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

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

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2019 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB (Attachment C), allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2025.

FISCAL IMPACT:

To date, all technical reports have been funded by the Cities of Lathrop and Manteca and our development community. The intent is that these fronted costs will be reimbursed by the properties ultimately benefitted by the 200-year ULOP flood protection, including benefitted properties within Lathrop, Manteca, Stockton and the unincorporated area of San Joaquin County. The future cost will be provided by outside funding sources identified in the 2019 Annual Adequate Progress Report Update.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop, Acting as the Land Use Agency, Validating the June 20, 2016, Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area.
- B. 2019 Annual Adequate Progress Report Update for Urban Level of Protection, dated June 28, 2019.
- C. SJAFCA Letter dated June 28, 2019, to CVFPB transmitting the 2019 Annual Adequate Progress Report Update for Urban Level of Protection.

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS**

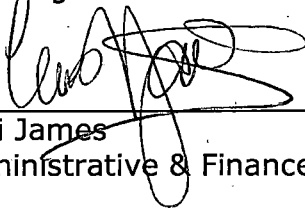
APPROVALS:



Glenn Gebhardt
City Engineer

6/24/19

Date



Cari James
Administrative & Finance Services Director

6/24/19

Date



Salvador Navarrete
City Attorney

6-17-19

Date



Stephen J. Salvatore
City Manager

6-28-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP, ACTING AS THE LAND USE AGENCY, VALIDATING THE JUNE 20, 2016, URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA (FORMALLY REFERRED AS RECLAMATION DISTRICT 17 BASIN)

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

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

WHEREAS, on June 20, 2016, June 5, 2017, and July 9, 2018, the City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Reclamation District 17 basin (hereinafter referred to as the Mosssdale Tract Area); and

WHEREAS, this allowed the City of Lathrop to continue to issue, within the Mosssdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a period of 10 years' subject to ongoing validation of that finding; and

WHEREAS, effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing San Joaquin Area Flood Control Agency (SJAFCA) was amended to include the Cities of Lathrop and Manteca and remove San Joaquin County Flood Control and Water Conservation District; and

WHEREAS, with the recent modification of SJAFCA membership, SJAFCA has taken over the role of Local Flood Management Agency (LFMA) for the Mosssdale Tract Area and this report is now being submitted to support all land use agencies within the Mosssdale Tract Area; and

WHEREAS, based on the approval by SJAFCA of the 2019 Annual Adequate Progress Report Update (included as Attachment B to the July 8, 2019 staff report) for a 200-Year Urban Level of Flood Protection in the Mosssdale Tract Area by the Year 2025, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016, finding of Adequate Progress toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2025, based upon the 2019 Annual Adequate Progress Report Update (included as Attachment B to the July 8, 2019 staff report ("Adequate Progress Finding")); and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, that the City Council of the City of Lathrop hereby validates and affirms that the Adequate Progress Finding adopted, pursuant to SB 5 and its companion legislation, shall serve as the Adequate Progress Finding for the City of Lathrop's approval of any and all discretionary permits and approvals issued pursuant to State Planning and Zoning Law, the California Subdivision Map Act, and Development Agreement Law to any commercial and industrial uses, and any and all ministerial permits (building permits) for new residential homes for a period of 10 years' subject to ongoing validation of that finding, as applied to urban development in the Mossdale Tract Area which urban development is approved in accordance with local and State laws; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above-referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mossdale Tract Area will have 200-year flood protection by 2025.

The foregoing resolution was passed and adopted this 8th day of July, 2019, 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

LWA

ATTACHMENT B

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240
Sacramento, CA 95833

Mossdale Tract Program: **2019 Annual Adequate Progress Report Update**

FOR URBAN LEVEL OF PROTECTION

FINAL REPORT

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
June 28, 2019

www.larsenwurzel.com

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APPENDICES

- Appendix A: San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change

- Appendix B: San Joaquin Area Flood Control Agency Resolution No. 18-21: Adopting the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee and Authorizing the Executive Director to Execute a Collection Agreement (*excluding* the final Nexus Study)¹
 - Executed Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee

 - San Joaquin Area Flood Control Agency Resolution No. 19-15: Resolution Approving the form of Fee Crediting Agreement and Authorizing the Executive Director to Execute Agreement(s)

¹ A full copy of the referenced Final Nexus Study can be found here:
https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=6278&meta_id=557166

in substantial conformance with the form of Agreement Subject to Agency Counsel Review and Approval.

Appendix C: RD 17 LSRP Project Supporting Tables

Appendix D: Revised Draft Technical Memorandum - Mossdale Tract Area: Overlay Assessment Rate Analysis dated June 28, 2019

Appendix E: EIFD Analysis Supporting Tables

LIST OF ABBREVIATIONS

APR	RD 17 Area Adequate Progress Report for Urban Level of Protection (June 2016)
2017 APR Update	RD 17 Area 2017 Annual Adequate Progress Report for Urban Level of Protection (May 30, 2017 revised June 13, 2017)
Area	Mossdale Tract Area
CEQA	California Environmental Quality Act
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016 ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to achieve ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract	Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District
PBI	Peterson Brustad, Inc.
RD 17	Reclamation District 17
RFP	Request for Proposal

SB 5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
the Plan	Infrastructure Financing District Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

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

As noted in last year's Annual Report, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County and the San Joaquin County Flood Control and Water Conservation District (SJFCWCD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all the members of the new SJAFCA organization as part of the plan (described further within this report²) to achieve ULOP.

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

- The requirements set forth by SB 5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

Land Use and Local Flood Management Agency Requirements for Maintaining Findings of Adequate Progress toward ULOP

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

- The development of the scope, schedule, and cost to complete flood protection facilities;
- Documentation that revenues have been identified to support implementation of the flood protection facilities;

² Reference the **Governance Approach to Funding & Implementation** section (Page 12) of this report.

- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

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

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

*This **2019 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements of the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

An APR was prepared in June 2016 by the Cities of Lathrop, Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP Criteria EVD-3³):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The APR prepared in June 2016 in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*
- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have an Urban Level of Flood Protection at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover Memorandum titled "Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee" met the requirement at that time.*

³ Reference page 2-10 within the ULOP Criteria, November 2013.

- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer's Report. The panel's report dated May 24, 2016 titled "Independent Review of Urban Levee Design Criteria Evaluation, March 2016" fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE responded in a letter addressed to Mr. Glenn Gebhardt and Mr. Kevin Jorgensen dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The June 2016 APR, in combination with additional materials prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The APR addressed how the flood protection system that will provide an ULOP will be funded and financed. The APR report described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

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

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

On June 28, 2018, SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, transmitted the annual update of the APR, the **2018 Annual Adequate Progress Report Update**, June 28, 2018.

*This **2019 Annual Adequate Progress Report Update** is intended to continue to address the requirements of Government Code Section 65007 (a)(5). "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."*

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

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA and RD 17 are pursuing efforts to achieve ULOP by 2025.

The LFMA's plan for flood protection through the year 2025 consists of two components: (1) RD 17's ongoing Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Project).

The Project, as described in 2016 previously consisted of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) project scope, (ii) project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were developed to meet the appropriate standard of protection based on information known at that time. Prior to the last year's annual report, information was shared by the State of California regarding potential changes in hydraulics and hydrology due to climate change. As discussed further below, the City of Lathrop and SJAFCA are currently advancing a Feasibility Study funded by State of California under its Urban Flood Risk Reduction (UFRR) program. As part of the UFRR study already underway, that information is being considered to determine what changes, if any, need to be made to the proposed project to ensure that it continues to meet the appropriate standard of protection. Because of the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, SJAFCA, in an effort to address these uncertainties, in February 2019, adopted a Policy for Adapting Design Standards for the Mossdale Tract Area (SJAFCA Resolution No. 19-06 included as **Appendix A**). This policy identifies 7 specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-Year improvements to address climate change uncertainties. Further, SJAFCA has engaged a task order with PBI to update the scope and cost of the 200-Year improvements to address the adopted Climate Adaptation Policy. The 2018 Annual APR reported that the UFRR study was incomplete and that a new determination that the project meets the appropriate standard of protection would need to be made in conjunction with this 2019 Annual Report. As of the date of this report, the UFRR study remains incomplete and the Climate Adaptation Policy evaluation is underway. As such, a new determination that the project meets the appropriate standard of protection will need to be made in conjunction with the 2020 Annual Report. For the purposes of this analysis, it is assumed that the Project will provide 200-year flood protection for the Mossdale Tract Area by 2025.

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

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, is currently constructing the LSRP improvements.

Since June 2016 (the time the APR was completed), a cumulative total of approximately \$10.2 million of LSRP improvements (an additional \$2.3 million since June 2018) have been completed including the construction of seepage berms during and after the storms of February 2017. In addition, the RD 17 Levee Area Public

Financing Authority, a Joint Powers Authority (JPA) set up by agencies in the RD 17 Basin, issued \$20.85 million of bonds in 2017 to both refinance a prior financing from 2009 and to generate additional net new proceeds for flood control improvements of \$6.531 million. These funds have been utilized by RD 17 to continue to advance the LSRP over the last 12 months. Remaining work on the LSRP continues to progress through the regulatory review process and is now scheduled to resume construction in the later part of Summer 2019. Over the last year, DWR has completed an audit of the RD 17 grant and the grant has been amended to address cost sharing modifications and budget. The projections included within this APR, relative to the 2018 APR, have been revised in light of the slower regulatory process and to reflect the updated schedule for the completion of the LSRP.

As noted in the APR from June 2016, the prior LFMA completed preliminary investigations and preliminary design for additional enhancements needed to improve the levees consistent with the ULDC. This effort resulted in the preparation of the required ULOP EVD-3 documentation. Specifically, Lathrop and Manteca, in coordination with RD 17, prepared an Engineer's Report that details the project scope, schedule, and budget. This information is incorporated into this report by reference to PBI's March 22, 2016 ULDC Evaluation of the RD 17 Levee (the Engineer's Report). The Engineer's Report includes an identification of the approved and pending features of the LSRP that are currently under construction as well as a description of the phasing of the project.

Since June 2016, the City of Lathrop secured a commitment of \$5.0 million from DWR under the UFRR Program and has subsequently executed a funding agreement with DWR to first fund a feasibility analysis of a focused array of alternatives which address state estimates of climate change through 2040 (which is scoped to cost \$667,000) and then provide the remaining funds to advance environment review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of an initial phase of the preferred alternative. As of the date of this 2019 Annual APR Update, the feasibility study portion of the scope of work is nearly complete and is expected to be finalized by December 2019. This effort is incorporating climate change uncertainties as well as addressing issues that could lead to a different array of elements and result in Federal participation in the Project. To the extent that the UFRR study results in a modified Project with State and Federal participation beyond what were identified in the 2016 Engineer's Report, updated information will be prepared by SJAFCFA and will be reflected within future Annual Reports.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report identified two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-Year ULOP for the RD 17 Basin for 2015 climate conditions. These projects include;

1. RD 17 LSRP

RD 17 is implementing the LSRP in three phases as listed below:

- a. Phase 1 (Completed 2008-09)
- b. Phase 2 (Completed 2009-11)

- c. Phase 3 (Construction Commenced 2016 - Completion scheduled in 2022)

2. SJAFCA Project⁴

The LFMA is pursuing the Project as Phase 4 which includes all the following outlined steps:

- a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
- b. Design and environmental evaluation of levee improvements to cure ULDC deficiencies
- c. Implement levee improvements to cure ULDC deficiencies

Schedule

The following schedule of milestones provides the LFMA’s updated current plan to implement the levee improvements by 2025. In addition, the Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion ⁵
<u>Phase 3: RD 17 LSRP</u>	10/31/2022
<u>Phase 4: Project</u>	
Engineering Design ⁶	12/31/2024
Environmental Documentation	6/31/2022
Permitting & Compliance ⁷	12/31/2025
Right of Way Acquisition ⁸	12/10/2023
Construction	10/31/2025

Total Program Costs

Table 1 presents the total costs for the LSRP and SJAFCA Projects. The total estimated design, permitting, and construction project costs in 2016 dollars is **\$210.2 million**. This number has been updated with this 2019 Annual APR Update to reflect increased costs related to the LSRP.

⁴ Throughout this report the Phase 4 Project was formerly known as the “Fix-In-Place” Project and included the extension of the RD 17 dryland levee.

⁵ The Completion schedule for the LSRP has been updated to reflect a 2022 completion with this 2019 APR.

⁶ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2022.

⁷ Reflects required permitting and ongoing mitigation and monitoring requirements.

⁸ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation

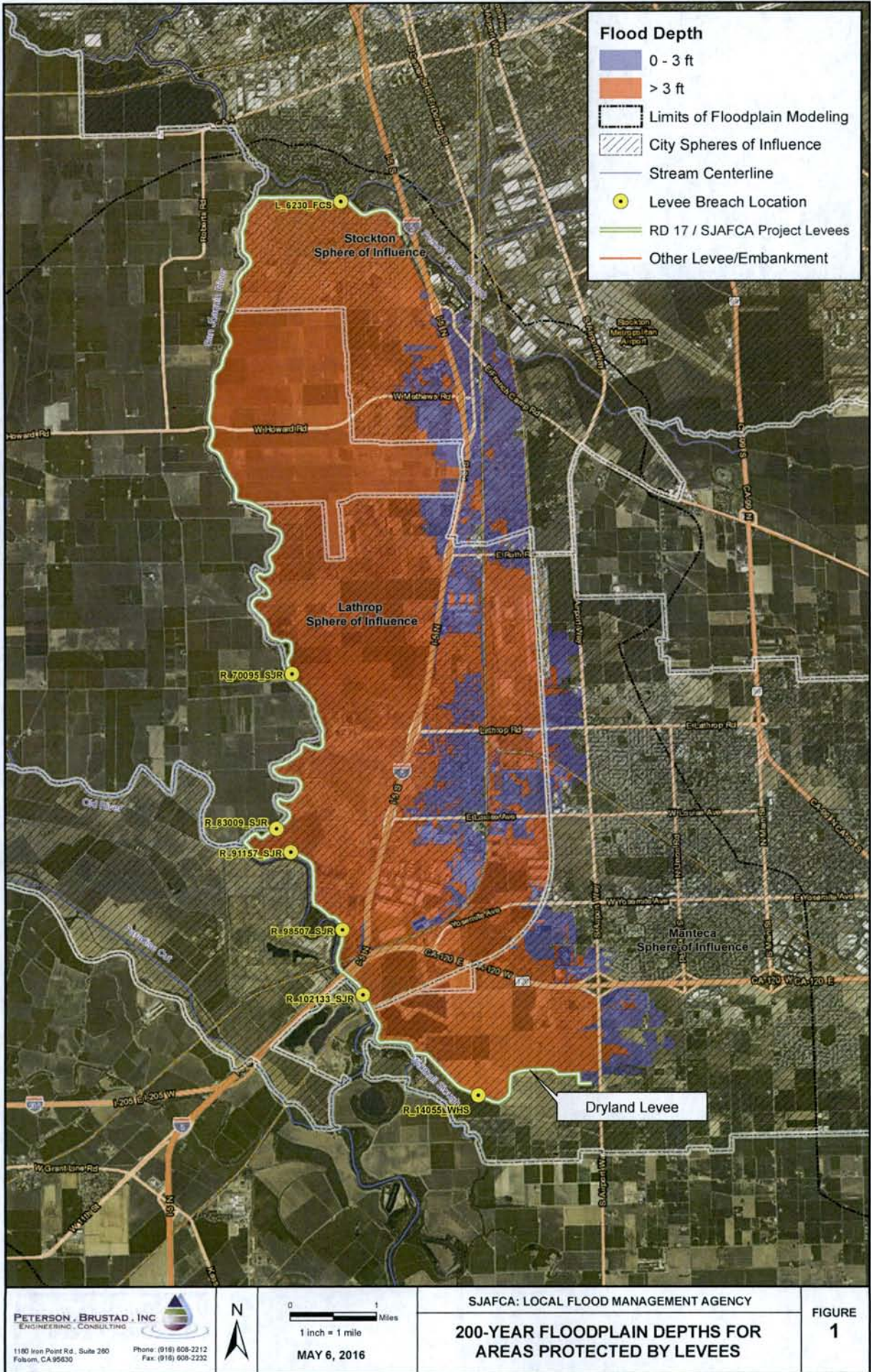
Table 1
Mossdale Tract: 2019 Adequate Progress Report
Program Cost Summary

Project Phase	Total Project Costs 2016\$
LSRP Phase 1	\$2,836,509
LSRP Phase 2 <i>(including Parks)</i>	\$12,949,337
LSRP Phase 3	\$57,044,031
SJAFCA Project	\$137,381,000
Total Cost	\$210,210,877

Source: Peterson Brustad, Kjeldsen Sinnock & Neudeck

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI’s hydraulics analysis included as part of the Engineer’s Report. The overall area removed from the floodplain as a result of the completion of the LSRP and SJAFCA’s Projects is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB 5 development restrictions without the completion of the LSRP and SJAFCA Projects is shown in red.



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 Miles

1 inch = 1 mile

MAY 6, 2016

SJAFCA: LOCAL FLOOD MANAGEMENT AGENCY

200-YEAR FLOODPLAIN DEPTHS FOR AREAS PROTECTED BY LEVEES

FIGURE 1

Project Funding and Financing Approach

In accordance with SB 5, the APR provides documentation that revenues have been identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 has been advancing the LSRP since 2008 with the formation of the Reclamation District No. 17 (Mossdale Tract) Assessment (RD 17 Assessment) and funding from DWR's Early Implementation Program (EIP). These two revenues sources remain in place to fund the LSRP.

In order to fund the Phase 4 Project, the LFMA identified the following funding sources for the design, environmental review, permitting, and construction of ULOP improvements. In summary, the near-term existing and potential funding sources include:

- Net revenues from the existing RD 17 Assessment
 - It is expected that some net revenues (after debt service, RD 17 operation and maintenance [O&M] expenses and pay-as-you-go funding for the final construction of the LSRP) will be available to fund the SJAFCA Project.
- A Regional SJAFCA 200-Year Development Impact Fee (DIF)
 - A Regional DIF paid by property owners developing property within the 200-year floodplain. Property already entitled and planned for development within the basin that benefits from the SJAFCA Project that has (or will in the future) advanced funds can apply that prior funding as credit towards the project's fee obligation via a fee crediting arrangement. The Regional DIF was established by SJAFCA in November 2018 by SJAFCA Resolution 18-21. Further in March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program (**Appendix B**).
- A new Special Benefit Assessment District
 - A new special benefit Overlay Assessment district (OAD) would levy assessments on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project. The next step is for SJAFCA to qualify a consultant to prepare the requisite Assessment Engineer's Report and administer the legislative processes required by Proposition 218 and the underlying statutory authority for the imposition of the assessment. In June 2019, SJAFCA issued an RFP to qualify a consultant for this effort. SJAFCA expects to select a consultant by July 19, 2019.
- A new Enhanced Infrastructure Financing District (EIFD)
 - A new EIFD would capture a portion of the growth in general property taxes and dedicate the revenue toward the construction of the Project. This revenue, in conjunction with the new Special Benefit Assessment revenues could be pledged to the repayment of bonds, the proceeds of which could fund construction of the Project. SJAFCA commenced the formation

effort of the EIFD in May 2019 and is advancing this effort in coordination with the member agencies.

Governance Approach to Funding & Implementation

To facilitate the funding and implementation of the Phase 4 Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The original APR outlined the governance structure that existed at the time in the RD 17 Basin for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the project as detailed further below:

Implementing Entity: SJAFCA

The cities of Lathrop, Manteca, Stockton, as well as San Joaquin County and the San Joaquin County Flood Control and Water Conservation District entered into a new JEPA that allows SJAFCA to be the entity responsible for implementing the Phase 4 Project. SJAFCA will directly, or through contract, provide for the design, permitting, environmental review, rights of way, and construction of the Phase 4 Project improvements. SJAFCA will also pursue grant funding to defray a portion of the local cost of implementing Phase 4 Project improvements. SJAFCA directly holds the powers and authority to implement the Project.

Funding Entities: Two Funding entities are currently proposed to fund the Phase 4 Improvements. SJAFCA and, a new Enhanced Infrastructure District Public Financing Authority.

SJAFCA is coordinating the funding and will provide the authority to impose a new benefit assessment that will extend beyond the jurisdictional boundaries of the current RD 17 benefit assessment. SJAFCA is responsible for facilitating the imposition of and administering the now established Regional DIF. As previously noted, SJAFCA will also be tasked with pursuing future State funding from DWR and Federal funding through the U.S. Army Corps of Engineers (USACE).

A new Enhanced Infrastructure District Public Financing Authority would need to be established as a Public Financing Authority pursuant to EIFD Law in order to govern the new proposed EIFD. SJAFCA will be the recipient of the funding generated by the proposed EIFD. Pursuant to EIFD Law, San Joaquin County will initiate the process of formation by a resolution and direct the preparation of an Infrastructure Financing Plan. The Plan will describe the amount of funding to be provided by each participating taxing entity member of the future Public Financing Authority that will ultimately govern the EIFD. The Plan will need the consent of all entities agreeing to an amount of tax increment to be provided by the entity.

The EIFD Public Financing Authority would have the powers and authority to implement the Tax Increment Financing Program including the collection and leveraging of future tax increment dedicated by participating taxing entity member agencies to the SJAFCA Phase 4 Project. As the LFMA, SJAFCA is currently studying, evaluating, and advancing the EIFD effort.

Financing Entity: In order to facilitate the financing of the Phase 4 Project, new bonds would need to be issued and sold to generate the necessary funds to construct the improvements. The existing RD 17 Levee Area Public Financing Authority that previously issued bonds secured by RD 17 Assessment revenues could facilitate the issuance of bonds for this purpose. As an alternative, SJAFCA could also issue the bonds as well. Any new bonds issued would be secured by a combined pledge of revenues from the new OAD and EIFD.

As noted above, efforts to facilitate implementation of the identified funding programs within the APR are currently already underway. In November 2016, the Cities of Lathrop and Manteca authorized a contract with LWA to assist with detailed evaluation and implementation efforts of the funding and financing plan identified in the APR. This contract has since been transferred to SJAFCA as the LFMA. The tasks included within the contract scope of work that relate to the implementation of the funding and finance plan include:

- *Regional DIF Program*
 - LWA supported the implementation of the Interim Development Impact Fee Program established by Lathrop and Manteca. In November 2018, LWA prepared a new Regional DIF Nexus Study for adoption by SJAFCA. Also at that time, LWA supported the development and adoption of collection agreements between SJAFCA and the local agencies collecting the DIF. In March 2019, LWA supported the established of a fee and Work-In-Kind crediting program. (Reference **Appendix B**).
- *Overlay Assessment District Support*

LWA is currently supporting the evaluation and selection of an Assessment Engineer to support the establishment of the OAD. The OAD, in combination with a new EIFD, will generate the funding needed to finance the final design and construction of the Project.
- *Enhanced Infrastructure Financing District Coordination*

The last mechanism identified in the APR is an EIFD. This mechanism allows the use of Tax Increment Financing for the Project. The entities will form a new Public Financing Authority that includes members of the legislative bodies of the public agencies that form the EIFD, plus at least two public members. The Public Financing Authority will prepare an Infrastructure Financing District Plan (the Plan) describing the funding for the construction of the Project and specifying how much of the property tax increment each taxing entity would allocate to the Project. The Plan will also describe the use of the OAD revenues and their utilization as part of a long-term debt issuance supported by the combination of OAD revenues and tax increment. LWA is currently support the implementation and evaluation of the EIFD and its formation.

Project Funding and Financing Plan

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

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the original APR to reflect progress since May 2016 based on the remaining costs as of May 2019 for the RD 17 LRSP as summarized in **Table 2** below. **Table 2** shows the split of costs between the State and RD 17 and the percentage of remaining project costs based on the amount expended in the last 12 months. Because the cost estimate for the LSRP has been updated since June 2018 and increased a greater amount than has been spent in the last year, **Table 2** shows that the reduction in remaining costs is negative. As a result, the percent of remaining costs as of June 2017 (the last APR's remaining cost estimate) is negative as well.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by PBI for the Phase 4 Project as of December 2015. This cost estimate has been prepared after the completion of the ULDC Engineer's Report supporting the Adequate Progress Findings. There has been no change in amounts presented on **Table 3** from the June 2016 APR.

Sources & Uses

An updated financing plan prepared for the implementation of the remaining levee improvements is shown in **Table 4**. **Table 4** presents and sources and uses statement based on an updated cash flow reflective of the progress of the work over the past year. Additionally, **Table 4** shows the identified revenues that provide the basis for the conceptual financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP will continue to fund seepage remediation work until completion in 2022. This financing plan has been updated to reflect the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is now 60%/40% State versus Local Funding.
- The Cities, RD 17, and/or their developer partners, would continue to cash flow the design of the Phase 4 Project and the implementation of the contemplated funding mechanisms until 2020 from

either cash reserves or developer advances. The amount of cash flow provided would be net of any Regional Development Impact fees received. The total funding received including previously advanced funds is assumed to be \$3.54 million. All contributions from development interests are assumed to be creditable toward the contemplated development impact fee program, however, the specific terms and policies for credit and reimbursement are to be determined.

- Net revenues from RD 17's implementation of the LSRP, including retention releases and net RD 17 Assessment revenues after debt service, would be available to help fund Phase 4 Project expenses.
- SJAFCA establishes the following funding mechanisms:
 - A Regional DIF program collecting revenues in 2018.⁹
 - A new OAD in place to collect revenues in FY 2020/2021.
 - A new EIFD covering the properties directly benefiting from the project. The EIFD would have a Base Year of 2019/20 and start receiving revenues in 2020/21.
 - A bond authorization to securitize both new OAD and EIFD revenues would take place in FY 2022/23. The proceeds from the bond authorization would be used to fund construction costs of the Phase 4 Project.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

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

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

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

With this 2019 Annual APR Update, the analysis associated with Government Code §65007(a)(2)(A) has been updated. As noted above, **Table 5** presents the updated schedule of revenue and expense projections in order to demonstrate progress of the Project as it relates to the requirements of Government Code §65007(a)(2)(A). Because of permitting and funding delays related to the LSRP project, the estimates, including the overall costs and timing of expenses, as well as the schedule of revenues, have been updated relative to the 2018 APR Update.

Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified. These revenues included 1) State Funding from the EIP Program and 2) RD 17 Mossdale Tract Assessment

⁹ This action has been completed.

Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are scheduled to be received by this year have either been appropriated by a granting agency (in this case the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law¹⁰, they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended an additional \$2.3 million on the LSRP since June 2018.

For the Phase 4 Project, because all of the identified funding is derived from local sources, there are no requirements of appropriations from the Federal or State governments. **Table 6** shows the cumulative scheduled revenues and the associated compliance check with Government Code §65007(a)(2)(A).

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

¹⁰ Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017 Note A – Summary of Significant Accounting Policies (Page 13) – "Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees."

Table 2
Mossdale Tract: 2019 Adequate Progress Report
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs <i>May 2019</i>	Local [1] 40%	State [1] 60%
<u>LSRP - Project Remaining Costs</u>			
Phase 1 ROW Remaining Costs	171,290	68,516	102,774
Phase 2 ROW Remaining Costs	2,237,535	895,014	1,342,521
Phase 3 Remaining Costs	42,366,000	5,354,114	37,011,886
Total Remaining Cost	\$44,774,825	\$6,317,644	\$38,457,181
Remaining Costs as of APR (June 2018)	\$44,203,386		
Reduction in Remaining Costs [1]	-\$571,439		
% of June 2018 Remaining Project Completed	(1%)		

Source: Kjeldsen Sinnock & Neudeck (Updated by LWA)

[1] Amounts are approximate. Local & State share for certain environmental related work is 50%

[2] As a result of cost increases in the LSRP program, the reduction in remaining costs is negative for this APR.

Table 3
Mossdale Tract: 2019 Adequate Progress Report
ULDC Project Engineer's Opinion of Probable Cost

Item	Total Costs
Soft Costs	
Admin / Planning	4,988,000
Environmental / Permitting	3,118,000
Surveying / Engineering	7,482,000
Construction Management	7,481,000
Mitigation	1,870,000
Subtotal: Soft Costs	24,939,000
Construction	79,793,000
Right-of-Way Acquisition (existing deficiencies)	12,381,000
Right-of-Way Acquisition (new construction improvements)	3,900,000
Subtotal: Right of Way	16,281,000
Dryland Levee Extension Alternative:	16,368,000
Total Cost	\$137,381,000

Source: Table 3 - KSN Technical Memorandum dated March 3, 2016 re: Project Cities of Lathrop & Manteca ULDC Evaluation - Identify Necessary Improvements and Cost Estimate

Table 4
Mossdale Tract: 2019 Adequate Progress Report
ULOP Adequate Progress Sources & Uses Statement (through 2026)

Item	Total [1]	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,836,509	
LSRP - Phase II (including Parks)	\$ 12,949,337	
LSRP - Phase III	\$ 57,044,031	
Subtotal: LSRP Expenditures	\$ 72,829,877	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 1,396,255	
Subtotal: ULOP Program Planning & Implementation	\$ 4,625,564	
<u>SJAFCA Project Expenditures</u>		
Soft Costs	\$ 29,123,047	
Construction Costs	\$ 99,940,992	
Right-of-Way	\$ 20,957,007	
Dryland Levee Extension	\$ 20,774,042	
Subtotal: SJAFCA Project Expenditures	\$ 170,795,088	
Total Project Uses	\$ 248,250,529	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 43,713,000	[2]
Subtotal State Funding	\$ 43,713,000	
Local Funding Sources		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 25,784,037	[3]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 31,339,531	[4]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 23,376,766)	[5]
<u>SJAFCA Project Funding</u>		
Developer Advances / City Funding	\$ 3,542,659	[6]
SJAFCA Overlay Assessment - ULDC	\$ 42,865,049	[7]
Development Fee Program	\$ 20,117,016	[8]
EIFD Revenues	\$ 15,037,997	[9]
Future EIFD / Assessment Overlay Financing(Bond Proceeds)	\$ 114,000,000	[10]
Future EIFD / Assessment Overlay Financing(Debt Service Carry)	(\$ 24,227,728)	[11]
Subtotal Local Funding	\$ 205,081,795	
Total Project Sources	\$ 248,794,795	
Total Project Sources less Uses	\$ 544,266	

Source: LWA

[1] Total Amounts between 2010 & 2026 including escalation.

[2] Assumed State Share of Funding for RD 17 LSRP

[3] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis

[4] Bond Proceeds assumed to be available to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)

[5] Debt service for RD 17 PFA Financing during period of analysis.

[6] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.

[7] New overlay assessment revenues during period of implementation.

[8] Development Impact fee revenues collected during period of implementation.

[9] EIFD revenues collected during period of implementation.

[10] Assumed financing secured by Overlay Assessment and EIFD Revenues.

[11] Debt service for for the Hybrid EIFD and Assessment Financing during period of analysis.

Table 5
 Mossdale Tract: 2019 Adequate Progress Report
 ULOP Levee Program Cash Flow and Financing Analysis

Year	Reference (ULOAP APR)	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
LEVEE PROGRAM - STARTING BALANCE				-	-	2,777,476	2,608,239	4,869,577	4,790,676	4,775,316	9,652,295	2,103,665	7,883,525	4,101,298	10,017,507	14,803,849	69,942,521	40,580,921	40,610,967	2,945,117
Net Cash Flow LSRP	[6]			-	2,777,476	(169,237)	2,261,338	(78,900)	(15,360)	4,876,979	(7,667,810)	2,599,209	(4,535,800)	(27,895)	(0)	2,656,652	(59,040)	2,104,719	(41,273)	(31,133)
Net Cash Flow SJAFCA Project	[6]			-	-	-	-	-	-	119,179	3,180,651	773,573	5,944,104	4,786,342	(18,517,979)	(24,257,174)	(40,029,286)	(32,579,190)	6,721,850	
Program Financing																				
Bridge Financing Costs (Developer Advances / Other)																				
Proceeds	N/A			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AD & EIFD Borrowing																				
Proceeds		114,000,000		-	-	-	-	-	-	-	-	-	-	-	-	71,000,000	-	43,000,000	-	-
Debt Service Costs		(24,227,728)		-	-	-	-	-	-	-	-	-	-	-	-	(5,045,387)	(5,045,387)	(5,045,387)	(9,091,568)	
LEVEE PROGRAM - ENDING BALANCE				-	2,777,476	2,608,239	4,869,577	4,790,676	4,775,316	9,652,295	2,103,665	7,883,525	4,101,298	10,017,507	14,803,849	69,942,521	40,580,921	40,610,967	2,945,117	544,266

[1] Credit amounts shown for LSRP on Table C2

[2] Amount needed to support project cashflows prior to 2017. Amount in 2017 is amount projected by RD 17. The amount is assumed to come from Bond Proceeds or Reserves available to support the LSRP.

[3] Amount based on RD 17 refunding bond issuance.

[4] Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterprise and Developer committed funding. Reference Table B7.

[5] Actual and future assumed Development Impact Fee revenues based on projected absorption assumptions. To the extent that development absorption does not generate the needed development fee revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfalls in order to cover projected expenditures in a similar fashion as has been done in the past, reference Note [4].

[6] Prior to 2020, the net cash flows of the LSRP RD 17 Project and the Fix-in-Place urban project are assumed to be required to independently cash flow the respective projects, however, after January 2021, it is assumed that the combined cashflows of the respective projects have the benefit of combined funding sources, therefore, the Levee Program Ending Balance is required to be positive in order to ensure that the Levee Program is able to cash flow program expenditures.

Table 6
 Mossdale Tract: 2019 Adequate Progress Report
 Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by June 2019 for each Identified Revenue <i>Per 2019 APR</i>	Appropriation Applicable (Y, N or N/A)	Note If Y - Details	65007 (a) Check % Appropriated if Required
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 19,795,560	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
<i>Local Funding Sources</i>				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 16,225,319	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 9,132,235	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 2,846,053)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
SJAFCA Overlay Assessment - ULDC	\$ 0	N/A	Future Source	N/A
Developer Advances / City Funding	\$ 3,542,659	N/A	Agreement / City Council Actions	N/A [4]
Development Fee Program	\$ 4,368,007	N/A	City Council Actions (Fee Programs)	N/A [5]
EIFD Revenues	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	\$ 0	N/A	Future Source	N/A

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

[1] Based on information provided from RD 17. See Table C5 for RD 17 Annual Budgets / Financial Statement Information

[2] Reference Table C5 for supporting information on RD 17's budgets.

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

[4] Based on data provided by the City of Lathrop, SJAFCA and known contract that have been authorized by Council action.

[5] As reported by the City of Lathrop and SJAFCA.

Table 7
Mossdale Tract: 2019 Adequate Progress Report
Expenditure Schedule for the Phase 4 Project

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Soft Costs											
Admin / Planning	-	-	545,052	1,122,808	1,156,492	1,191,187	408,974	421,243	433,881	670,345	5,949,982
Environmental / Permitting	-	-	-	701,867	722,923	744,611	511,300	526,639	542,438	-	3,749,777
Surveying / Engineering	-	-	-	1,052,632	2,168,422	2,233,475	2,300,479	1,184,747	-	-	8,939,755
Construction Management	-	-	-	-	-	1,339,906	2,300,172	2,843,012	2,440,252	-	8,923,342
Mitigation	-	-	-	-	-	334,932	574,966	710,658	609,981	-	2,230,537
Subtotal Soft Costs	-	-	545,052	2,877,307	4,047,837	5,844,110	6,095,890	5,686,299	4,026,552	670,345	29,793,393
Construction											
Construction	-	-	-	-	-	19,055,403	24,533,831	30,323,816	26,027,942	-	99,940,992
Real Estate (Existing)	-	-	-	-	-	-	-	5,227,960	5,384,799	5,546,343	16,159,102
Real Estate (New)	-	-	-	-	-	1,552,268	1,598,836	1,646,801	-	-	4,797,905
Dryland Levee Extension	-	-	-	-	-	2,195,862	2,261,738	8,037,656	8,278,786	-	20,774,042
Total Expenses	-	-	545,052	2,877,307	4,047,837	28,647,643	34,490,296	50,922,532	43,718,078	6,216,688	171,465,433

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

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

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

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

Development Fees & Advance Funding

Currently, SJAFCA, through a collection agreement with the Cities of Lathrop, Manteca, Stockton and San Joaquin County (reference **Appendix B**) is collecting fees as a condition of development within the Project's benefit area. Currently, portions of the Mossdale Tract Area include planned development projects that lie within the 200-Year Floodplain, and, as a result, within the Phase 4 Project benefit area. In order to mitigate the impact of development in the floodplain, a Regional DIF has been imposed to provide funding to ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

In order to ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the land use agencies have entered into agreements with landowners to advance the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the "Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study" dated November 8, 2018. **Appendix B** shows the actual revenues received in 2018 and a projection of the revenues to come from the Regional Fee Program overtime.

To continue to advance the Phase 4 Project the land use agencies and developers will need to continue to provide upfront cash to fund the initial cash flow of the Project during the early formulation and planning phases. This funding is expected to support ongoing efforts until the approval of an Overlay Assessment and through December 2020. This early funding is expected to be reimbursed (in the future) or, in the case of developer funding, creditable toward the DIF Program as described above.

New Special Assessment

Given the fact that a significant portion of the beneficiaries of the Phase 4 Project are already developed properties within the Mossdale Tract Area, the APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment. RD 17's existing Mossdale Tract Assessment currently generates in excess of \$3.2 million per year with an average residential assessment of approximately \$96 per year. In order to test the feasibility of a new OAD,

a detailed analysis of the apportionment of special benefits for the Phase 4 Project was completed as part of the financial analyses associated with the Governance Analysis completed in late 2017 and has been updated as part of this 2019 Annual APR Update. The new OAD is assumed to have an expected average residential per parcel assessment of approximately \$76 in addition to the existing assessment. With this assumed average residential per parcel assessment and similar apportionment as the existing RD 17 Mossdale Tract Assessment, the overlay assessment is expected to generate an additional \$6.2 million per year. **Appendix D** provides the updated analysis technical memorandum and provides a supporting analysis for the overlay assessment revenues presented in **Table 5**.

The new OAD, once formed and in combination with the tax increment revenues from a new EIFD (described below), would provide the necessary annual revenues to both directly fund a portion of the design and planning of the project, and help service future debt that could be issued to provide the needed cash flow for the project.

Enhanced Infrastructure Financing District

The local land use agencies have the ability to initiate formation of an EIFD¹¹ which would allow for the use of Tax Increment Financing for the regional flood control improvements. The entities would form a new Public Financing Authority that would include members of the legislative bodies of the public agencies that form the district, plus at least two public members. The Public Financing Authority would prepare an Infrastructure Financing District Plan that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The Infrastructure Financing District Plan would also specify what taxing entities receiving a share of Property Tax Increment would be participating in the EIFD and how much of the increment each Taxing Entity would allocate to the Project as well as what other revenue sources would be used to fund the Project. In this case, the proposed OAD would be identified as an additional funding source.

EIFD Formation Procedure

In order to form the EIFD, each Taxing Entity participating must approve the Infrastructure Financing District Plan. As a note, school districts may not participate within the EIFD. In addition, a Noticed Public Hearing is required at the time the EIFD is created. The formation process does not require a vote of qualified electors to be formed, however, a vote is required in order for the EIFD to issue debt. The voter threshold for the approval of debt is 55 percent and it is expected that the vote would be by registered voters residing within the boundary of the EIFD.¹²

EIFD / Special Benefit District Financing

Appendix E presents an updated analysis of the projected revenues to come from the proposed EIFD given certain stated assumptions regarding a future Infrastructure Financing Plan. In order to ensure sufficient revenues are available to finance the improvements, the Public Financing Authority created as part of the EIFD

¹¹ Specifically, the process would start with San Joaquin County.

¹² It is assumed that there will be more than 12 registered voters residing within the boundary of the proposed EIFD.

process would issue debt secured by a combination of Assessment District and Tax Increment Revenues. An updated analysis of the financing capacity of the proposed OAD and EIFD has been prepared and is also included within **Appendix E. Figure 2** below illustrates the revenues, proposed bond issuances, and debt service associated with the assumed financing.

The updated Financing Plan assumes the following borrowings take place:

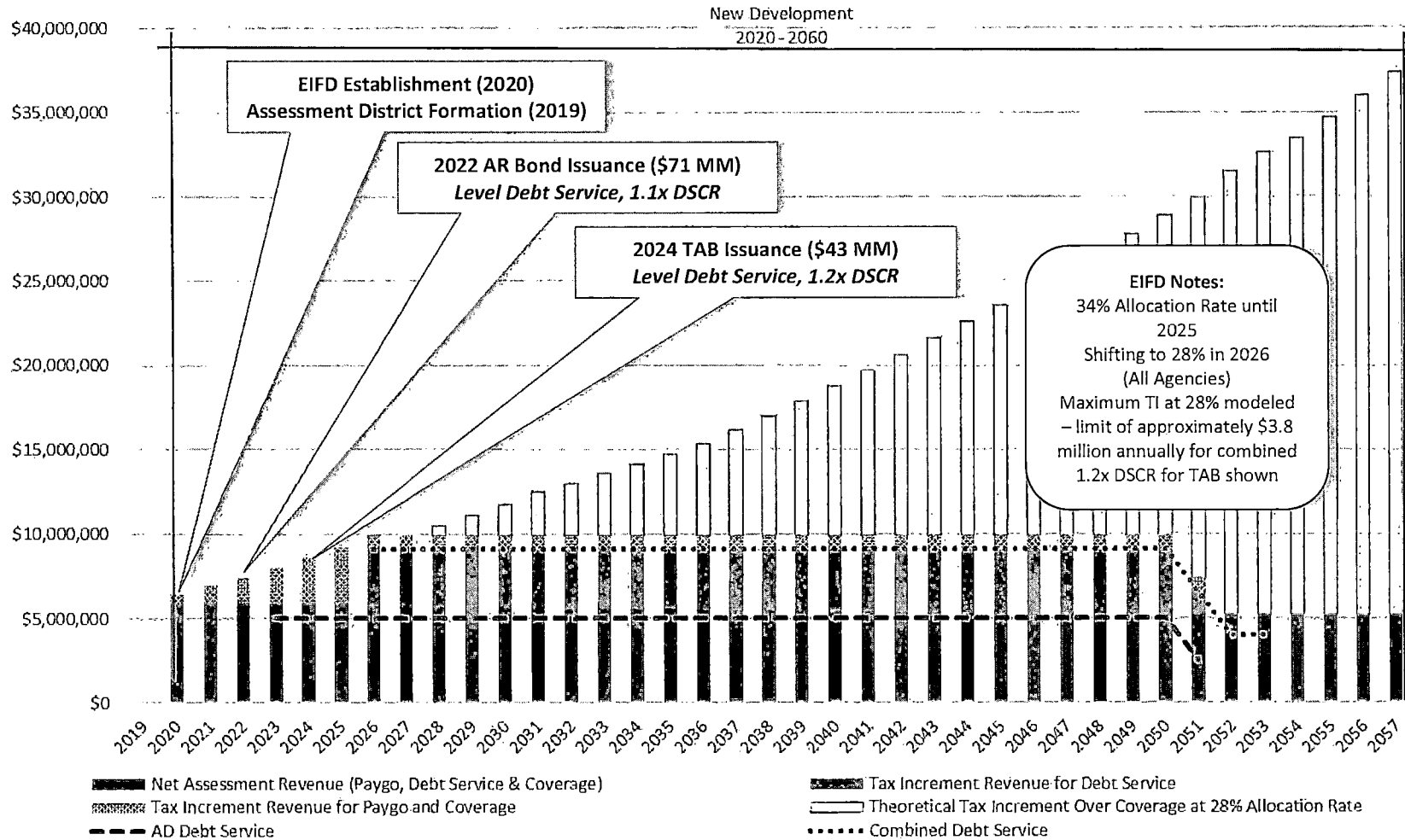
- A 2022 borrowing yielding \$71.0 million in proceeds (approximately \$79.4 Million Par) takes place. This borrowing would be secured by an established assessment district with several years of collection history and rate covenant of 1.1x Maximum Annual Debt Service. The current financing plan assumes a 30-year issue with 4.8% interest rate and level debt services. The issue is sized for one year of capitalized interest and a 50% of Maximum Annual Debt Service reserve fund.
- A 2024 borrowing yielding \$43 million in proceeds (approximately \$55.7 million Par) takes place. This borrowing would be secured by a pledge of Tax Increment from the EIFD as well as an assumption that debt service coverage could be met with a backup pledge of any net assessment revenues. The current financing plan assumes a 30-year issue with 6% interest rate and level debt service. The issues sized for two years of capitalized interest and 1x Maximum Annual Debt Service Reserve Fund.

The Financing Plan presented with this 2019 Annual APR Update has refined the EIFD Revenue Analysis previously presented. As shown in **Appendix E**, the updated EIFD revenue analysis has been prepared to present an initial starting property tax revenue allocation rate of 34 percent that shifts to 28 percent in 2025/26. This results in modeled capacity of approximately \$615 million through 2060. However, the Updated Financing plan need shown in **Table E17** (and demonstrated in **Figure 2**) is approximately \$102 million between 2018/19 and 2051/52.

The OAD would provide revenues sufficient to bridge the gap between available Tax Increment Revenues and the required debt service needed to provide coverage for the bonds. In addition, available net revenues from the OAD, after filling the gap for the required Tax Increment Financing, would be available and authorized to provide ongoing operations and maintenance for the improved levee system.

Figure 2: EIFD Assessment Hybrid Financing Approach

Lathrop / Manteca ULDC Project
Combined Assessment Revenue & EIFD Tax Increment Financing
(AD @ \$6.2 Million Starting Rate & EIFD @ 34% Starting Rate)



Status and Schedule for Funding & Financing Implementation

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

Activity	Start	End	Duration [1]	Status
MOU Principles		June 1, 2016	N/A	Completed
Prepare and Review ULOP Adequate Progress Report		June 1, 2016	N/A	Completed
Enter into MOU		June 30, 2016	N/A	Completed
Adopt ULOP Adequate Progress Findings		July 2, 2016	N/A	Completed
Develop Funding/Governance Evaluation Framework		March 2016	N/A	Completed
Prepare Financial & Governance Analysis Supporting Governance Entity & Financial Plan		September 2017	N/A	Completed
<i>Implement Governance Entity</i>				
Enter into JPA & (SJAFCFA Reorganization)		December 2017	N/A	Completed
<i>Implement Funding Mechanisms</i>				
Interim Impact Fee		April 2017	N/A	Completed
Regional Impact Fee	January 2018	December 2018	N/A	Completed
Overlay Assessment District	June 2018	August 2020	26 months	Preliminary Analysis Completed & Implementation Scoped & Consultant Selection Underway
IFD Adoption and EIFD Formation	September 2018	August 2020	23 months	Analysis & Evaluation Scoped, Implementation Ongoing
<i>Implement Financing Entity / Mechanism</i>				
Amend Current RD 17 PFA / Confirm Financing Entity	2022	2022	TBD	
Issued Hybrid Financing Debt		2024	N/A	

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

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

RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

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

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

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

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

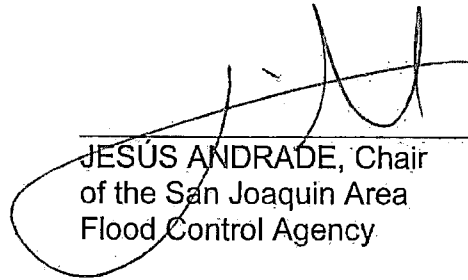
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

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

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

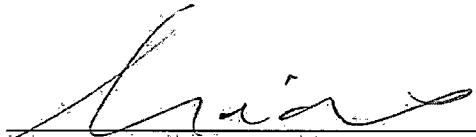
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

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



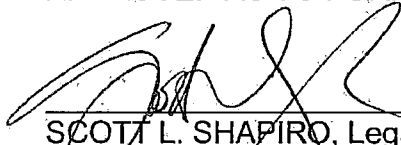
JESUS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



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

APPROVED AS TO FORM:



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

EXHIBIT “A”

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

February 7, 2019

Introduction

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

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

Available Data on Climate Change Through Hydrologic Studies

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

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

EXHIBIT "A"

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

Additional Relevant Information

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

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

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

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

EXHIBIT "A"

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

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

Agency Policy

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

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

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

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

EXHIBIT "A"

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

APPENDIX B:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 18-21: ADOPTING THE MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COLLECTION AGREEMENT (*EXCLUDING THE FINAL NEXUS STUDY*)

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

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-15: RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO AGENCY COUNSEL REVIEW AND APPROVAL.

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES (WITH EXECUTED SIGNATURES AVAILABLE AS OF 6-14-2016)

Reso 18-21	SJAFCA Resolution Adopting Regional Impact Fee Program	B1
Agmt	Collection Agreement for Regional Impact Fee	B4
Reso 19-15	SJAFCA Resolution Approving Crediting Program.....	B18
Table B1	Development Fee Summary	B30
Table B2	Total Development Impact Fee Revenue Estimate	B31
Table B3	Development Impact Fee Revenue Estimate - Single Family	B32
Table B4	Development Impact Fee Revenue Estimate – Multifamily	B33
Table B5	Development Impact Fee Revenue Estimate – Commercial	B34

Table B6 Development Impact Fee Revenue Estimate – Industrial B35

Table B7 Creditable Pre-Project Expenditures B36

RESOLUTION NO. SJAFCA 18-21

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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

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

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

WHEREAS, after giving notice pursuant to California Government Code Section 6062a, a public hearing was held pursuant to California Government Code Section 66018 on November 8, 2018 at the regularly scheduled meeting of the Board of Directors of the Agency (the "Board");

WHEREAS, at such hearing, Agency staff presented the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") regarding the imposition of a Development Impact Fee pursuant to the Mitigation Fee Act on new development within certain boundaries. The Nexus Study (attached hereto as Exhibit 1) was prepared and the Development Impact Fee is proposed to be imposed for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area; and

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board adopts the Nexus Study and the Development Impact Fee as described therein. Such Nexus Study is hereby made a part of this Resolution.
2. The Board hereby finds that there is a reasonable relationship between use of the Development Impact Fee, as described in the Nexus Study, and the types of development projects described therein.
3. The Board finds that there is a reasonable relationship between the need for the public facilities and the type of development projects on which the fee is imposed as described in the Nexus Study.
4. The Board finds that there is a reasonable relationship between the amount of the Development Fee and the cost of the public facilities or portions thereof attributable to the development on which such fee is exposed, all as described in the Nexus Study.
5. The Development Fee will be collected by the Land Use Agencies in accordance with an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form presented to the Board at the November 8, 2018 meeting.
6. Agency will create a special interest bearing fund entitled "Development Impact Fee Fund" into which all Development Impact Fees (DIF) will be deposited and held until disbursed in accordance with the provisions of the Mitigation Fee Act.
7. Revenues within the Development Impact Fee Fund established by Section 6 hereof may be used, at the discretion of the Board of Trustees and to the extent permitted by law to:
 - Fund construction of the DIF Projects identified in the Nexus Study;
 - Repay any loans or advances of funds for construction of the DIF Projects;
 - Fund principal and interest payments of any capital improvement bonds or the retirement of any such bonds issued in connection with the DIF Projects;
 - Fund costs related to the establishment and administration of the DIF; and

- Such other purposes as may be permitted by law.

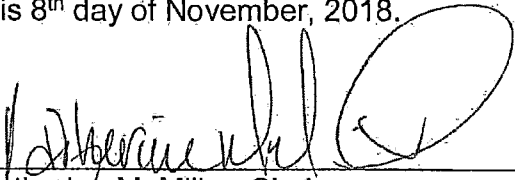
8. The Board shall periodically review actual DIF Project costs and DIF collections to determine if any modifications to the development fee program are warranted based on the following conditions:

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

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

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

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



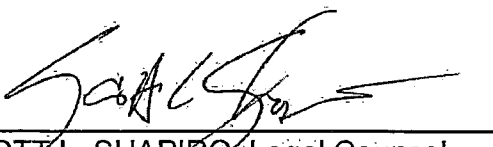
Katherine M. Miller, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



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

APPROVED AS TO FORM:



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

C2019-08 A-18-453
12/11/18

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

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

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as "Lathrop;" and
- d. City of Manteca, hereinafter referred to as "Manteca."

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

RECITALS

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

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

2018-12-04-1501 P

applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA has exercised this authority by approving Resolution 18-21 Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF Resolution"), which is attached hereto as Exhibit A and incorporated herein by this reference, for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA has called for the preparation of the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") which is attached as Exhibit 1 to the DIF Resolution, that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF") and sets forth the required findings required by Government Code Section 66000 et. seq.

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

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

COVENANTS

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

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

2. Collection and Transmission of DIF. Commencing January 8, 2019, the Land Use Agencies shall collect the DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area (as shown in Exhibit 1 to the DIF Resolution). The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

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

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies following any adjustments made by SJAFCA to the DIF. The Land Use Agencies shall commence collection of the adjusted DIF sixty (60) calendar days following such notification.

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

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

c. The Land Use Agency itself has funded the planning, design and/or construction of a portion of the Program.

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

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

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use

Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Indemnification.

a. Except as provided in Section 10.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

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

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

For County and SJCFWCD:

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

For City of Lathrop:

City of Lathrop

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

For City of Manteca:

City of Manteca
ATTN: Lisa Blackmon, City Clerk
1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert V. Elliott 12/27/2018
By: ROBERT V. ELLIOTT
Title: Chairman, Board of Supervisors

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

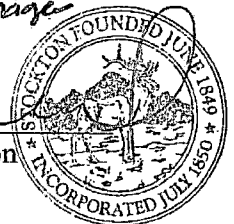
Rachel DeBrid
By: MIMI-DUZENSKI
Title: Clerk



CITY OF STOCKTON,
a municipal Corporation


Scott R. Caerney
By: SCOTT R. CAERNEY
Title: Deputy City Manager

ATTEST: _____
Clerk of the City of Stockton




By: _____
Title: **APPROVED AS TO FORM AND CONTENT**
By: Jim Somers
Assistant City Attorney

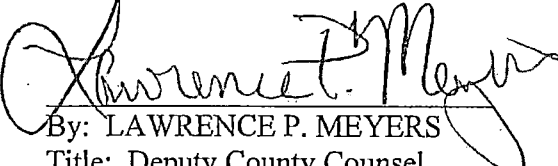
RECOMMENDED FOR APPROVAL:


By: KRIS BALAJI
Title: Director of Public Works


CITY OF LATHROP,
a municipal Corporation


By: STEPHEN J. SALVATORE
Title: CITY MANAGER

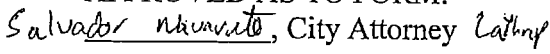
APPROVED AS TO FORM



By: LAWRENCE P. MEYERS
Title: Deputy County Counsel

ATTEST:
Clerk of the City of Lathrop

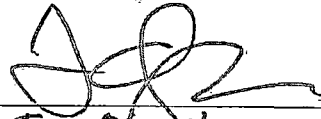

By: TERESA VARGAS
Title: CITY CLERK


APPROVED AS TO FORM:


Salvador Nunez, City Attorney Lathrop



Title:

CITY OF MANTECA,
a municipal Corporation


By: TIM OGDEN
Title: CITY MANAGER

ATTEST: 
Clerk of the City of ~~Lathrop~~
Lisa Blackman Manteca

APPROVED AS TO FORM:
JOHN D. BRINTON City Attorney

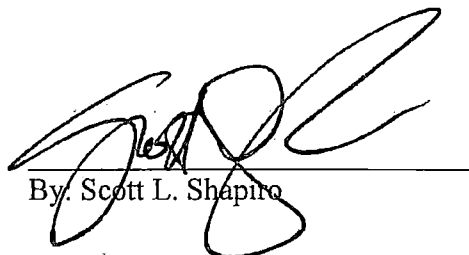

By: City Attorney of the
Title: City of Manteca

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:
Agency Counsel



By: CHRIS ELIAS
Title: Executive Director



By: Scott L. Shapiro

EXHIBIT A
DIF Resolution
(To be inserted once approved)

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

UNDERLYING ASSUMPTIONS

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

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

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

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

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

Use of Prior Advance Funding Credit

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

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

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

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

Use of Constructed Facilities Funding Credit

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

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

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

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

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

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

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

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

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

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

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

RESOLUTION NO. SJAFCA 19-15

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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**RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN
SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO
AGENCY COUNSEL REVIEW AND APPROVAL**

WHEREAS, the Board of Directors (the "Board of Directors") of the San Joaquin Area Flood Control Agency (the "Agency") on November 8, 2018 pursuant to Government Code Section 66000 et. seq. has made the required findings and adopted Resolution 18-21 establishing the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee program ("the Fee"); and,

WHEREAS, the Agency has approved and executed the Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee with the Cities of Stockton, Lathrop, Manteca and San Joaquin County ("Collection Agreement"); and,

WHEREAS, the Fee and Collection Agreement contemplate a Fee Crediting Program in the event a developer has advanced funded its fee obligation or constructed facilities creditable toward the fee obligation; and,

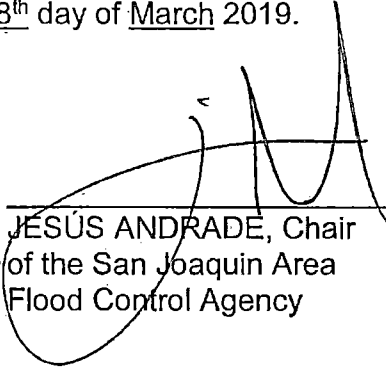
WHEREAS, the Fee Crediting Program requires that in order for a developer to receive credit toward the Fee for prior advance funding or the construction of facilities the developer must enter in an agreement that specifies the terms of fee crediting.

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

1. The Board of Directors hereby approves the form of Fee Credit Agreement for Developer Contribution toward the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee attached as Exhibit "A" and incorporated by this reference; and,


2. Executive Director is authorized to finalize and execute Fee Credit Agreement(s) with developers that are in substantial conformance to the form of agreement attached as Attachment "1" subject to the review and approval by Agency Counsel.

PASSED, APPROVED AND ADOPTED this 28th day of March 2019.




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

ATTEST:



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

APPROVED AS TO FORM:



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

Kathryn L. Dehlschlager

[SJAFCA STANDARD FORM]

FEE CREDIT AGREEMENT FOR DEVELOPER CONTRIBUTION TOWARD THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Fee Credit Agreement (“Agreement”) is made and entered into on _____
by and among the San Joaquin Area Flood Control Agency (“SJAFCA”), the
_____ (“Developer”), and the City of _____ (“Land
Use Agency”). A signatory to this Agreement is referred to herein as a Party, and collectively
each Party is referred to as the Parties.

RECITALS

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

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

WHEREAS, SJAFCA has exercised this authority by approving Resolution 18-21
Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban

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

WHEREAS, SJAFCA has prepared the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF") and sets forth the required findings pursuant to Government Code Section 66000 et. seq. and approved the Nexus Study and adopted the DIF.

WHEREAS, SJAFCA and the Land Use Agencies have executed an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Collection Agreement") that provides that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area collect and transmit to SJAFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, prior to the development of SJAFCA's DIF, some developers advanced funds to the Land Use Agencies in furtherance of the Program, and in the future other developers may advance moneys in furtherance of the Program, and in both of these cases clarity is needed as to how to credit these funds to the eventual obligations of the developers to pay the DIF prior to building permits being issued.

WHEREAS, certain developers may be willing to perform work in kind in support of the Program (such as planning, design, construction, or dedication of lands) in lieu of paying some or all of the DIF, and in some cases SJAFCA may determine that such work in kind is advantageous to the Program and may consent to the developer performing such work, but clarity is needed as to how to credit the work in kind toward the eventual obligation of the developer to pay the DIF prior to building permits being issued.

WHEREAS, the purpose of this Agreement is to provide clarity as to how to credit advanced funds or work in kind to the eventual obligation of a developer to pay the DIF prior to building permits being issued.

COVENANTS

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

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

[OPTIONAL PROVISION FOR ADVANCE PAYMENTS]

2. Credit & Reimbursement Study. In cooperation with the Land Use Agencies that have received advanced funds, SJAFCA has prepared a Credit and Reimbursement Study (include as Exhibit A) that documents the total amount of payments received by the Land Use Agencies as advances on future DIF obligations ("Prior Advance Funding Credit"). SJAFCA has committed to supplementing the Study when and if further advanced payments are made to document those payments. For any advance payments made, the Study also identifies the project or projects to which the advance payments should be applied. In preparing the Study (or any supplement) SJAFCA also consulted with the developer to ensure that information in the Study was correct. Developer hereby agrees that the Study is correct as to the amount of the Developer's Prior Advance Funding Credit and the project or projects to which the advance payment should be applied.

[OPTIONAL PROVISION FOR IN-KIND WORK]

3. Credit for In Kind Work.

a. Developer has approached SJAFCA and proposed to provide in-kind services, as reflected on Exhibit B, in furtherance of the Program and consistent with the ULOP. SJAFCA has evaluated the proposal as reflected on Exhibit B and confirmed that the proposed in-kind services are in furtherance of the Program, are

consistent with the ULOP, and are desired by SJAFCA for performance by the Developer.

b. Upon completion and acceptance of the in-kind work, as determined in this Section 3, Developer shall accrue a credit toward the DIF in an amount not to exceed \$_____¹. Upon completion and acceptance of the in-kind work, SJAFCA will determine the final credit amount, which SJAFCA will determine based upon the Developer's actual costs for the in-kind work, but which amount may not exceed the amount in the previous sentence. The final determined amount shall be referred to as the "Constructed Facilities Funding Credit."

c. Developer agrees to perform the in-kind work as described in Exhibit B. Developer shall ensure that the in-kind work is being performed consistent with all obligations reflected in Exhibit B, including but not limited to the approved plans, specifications, permitting, and permissions, including approval by or conditions imposed by Reclamation District 17. Developer understands that RD 17 may elect to require security bonds, performance bonds, insurance, or indemnities associated with the work to be performed. To the extent that Exhibit B requires the dedication of lands, rights of way, or facilitates, the in-kind work will not be deemed complete until such dedications are final.

d. Developer understands that SJAFCA is pursuing the Program under a strict timeline and is relying upon Developer to complete its work in kind consistent with the schedule contained in Exhibit B. In the event that Developer is not able to comply with the schedule contained in Exhibit B, SJAFCA shall have the sole and absolute discretion to recapture the work in kind intended to be performed Developer. In such case, SJAFCA shall provide Constructed Facilities Funding Credits only for the work which is of value to SJAFCA.

e. Developer agrees that SJAFCA, and its agents, shall have access at all reasonable times to inspect the in-kind work, and that the work will not be deemed

¹ This should be the amount developed by SJAFCA's team as part of the engineer's estimate.

complete until such time as SJAFCA or any other entity selected by SJAFCA performs a final inspection of the work and concludes that the work was performed consistent with Exhibit B.

4. Use of [Prior Advance Funding Credit][and/or Constructed Facilities Funding Credit].

a. As a result of the Developer accruing [Constructed Facilities Funding Credits and/or] [Prior Advance Funding Credits], Developer has accrued credits toward the DIF in the amount of \$_____.² Developer shall be permitted to apply this accrued credit to the DIF on a proportionate basis as the Developer's project or projects are/is developed. The basis for the proportionality will be the ratio of Remaining Credit to Total Remaining Acres to be developed as provided in this Section 4.

b. Definitions:

- i. "Remaining Credit" is defined as the credit identified in Section 4.a above.
- ii. "Total Remaining Acres" is defined as the acres to be developed which are the difference between the Developer's total developable GDAs as identified in the Credit and Reimbursement Study and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

c. As the Developer applies for building permits and the DIF becomes due, the Developer may fund a portion of the DIF based on the relative proportionality between the Total Remaining Acres and the Remaining Credit, as calculated by the Land Use Agency. Nothing in this Agreement is intended to preclude the deferral of the DIF by the Land Use Agency consistent with any adopted fee deferral program by the Land Use agency. The DIF rate is based upon Initial Fee Rates in

² This should be the total amount from the two categories. If the developer used any of the credits already, that will need to be addressed here. If so, we need to subtract that amount.

November 8, 2018 Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution 18-21 on November 8, 2018.

5. Excess Credit. If the Remaining Credit accrued by the Developer is greater than the DIF applicable to the Total Remaining Acres in Developer's project or projects, the Developer may elect from the following: (i) Developer may elect to pursue an additional project or project within the Program Area to increase the Total Remaining Acres across which the Remaining Credit may be applied, or (ii) Developer may apply for a refund from SJAFCA. SJAFCA shall not be required to provide such a refund until such time as SJAFCA, in its sole and absolute discretion, determines that SJAFCA has excess funds collected from the DIF to complete the Program.

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

For Land Use Agency

[Fill In]

For Developer

[Fill In]

For SJAFCA

[Fill In]

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

7. Term. This Agreement shall be effective once executed by all Parties and shall remain in effect until all accrued credits have been applied or reimbursements have been received.

8. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless

made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

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

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

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

12. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the application of credit to the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

14. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts.

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

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

[Signature block]

[TO BE INSERTED FOR ADVANCE FUNDING CREDIT]

EXHIBIT A

MOSSDALE TRACT ACRE REGIONAL URBAN LEVEL OF FLOOD PROTECTION

ADVANCE FUNDING CREDIT AND REIMBRUSEMENT STUDY

[TO BE INSERTED FOR CONSTRUCTION OF FACILITIES FOR IN-KIND CREDIT]

EXHIBIT B

SCOPE OF SERVICES, BUDGET ESTIMATE AND APPLICABLE TERMS FOR IN-KIND
CONSTRUCTION OF CREDITABLE FACILITIES

Table B1
Mossdale Tract: 2019 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Fee Summary

Land Use	Fee Rate Summary				
	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	Units / 1,000 Building Sq Ft Per Acre	Fee Rate per Unit / 1,000 Building Sq Ft
Reference	[1]	3%			[2]
Single-Family	\$18,148	\$544	\$18,692	6.13	\$3,049
Multifamily	\$16,525	\$496	\$17,021	19.19	\$887
Commercial	\$17,187	\$516	\$17,702	12.76	\$1,387
Industrial	\$14,300	\$429	\$14,729	13.76	\$1,071

[1] Regional Development Impact Fee Rates for FY 18/19.

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

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Table B2
Mossdale Tract: 2019 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Year	Revenue by Land Use				Total Fee Revenue
	Single Family	Multifamily	Commercial	Industrial	
	<i>Table B3</i>	<i>Table B4</i>	<i>Table B5</i>	<i>Table B6</i>	
2016	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2017	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2018 [1]	N/A	N/A	N/A	N/A	\$ 2,152,177
2018 [2]	\$ 600,408	\$ 37,831	\$ 100,278	\$ 386,048	\$ 1,124,565
2019	\$ 1,134,214	\$ 75,662	\$ 200,557	\$ 772,095	\$ 2,182,528
2020	\$ 1,332,326	\$ 98,797	\$ 200,557	\$ 772,095	\$ 2,403,776
2021	\$ 929,813	\$ 268,211	\$ 214,862	\$ 261,475	\$ 1,674,362
2022	\$ 1,018,475	\$ 334,854	\$ 869,273	\$ 261,475	\$ 2,484,076
2023	\$ 1,284,458	\$ 152,366	\$ 280,303	\$ 261,475	\$ 1,978,603
2024	\$ 1,284,458	\$ 136,693	\$ 346,062	\$ 316,190	\$ 2,083,402
2025	\$ 992,430	\$ 76,635	\$ 346,062	\$ 316,190	\$ 1,731,316
2026	\$ 841,582	\$ 125,271	\$ 1,017,806	\$ 317,552	\$ 2,302,210
2027	\$ 841,582	\$ 125,271	\$ 1,056,235	\$ 317,552	\$ 2,340,639
2028	\$ 841,582	\$ 1,446	\$ 1,056,235	\$ 317,552	\$ 2,216,814
2029	\$ 841,582	\$ 1,446	\$ 1,056,235	\$ 317,552	\$ 2,216,814
2030	\$ 1,144,349	\$ 1,446	\$ 1,056,235	\$ 326,375	\$ 2,528,404
2031	\$ 339,088	\$ 1,446	\$ 432,015	\$ 405,839	\$ 1,178,387
2032	\$ 339,088	\$ 67,486	\$ 497,774	\$ 405,839	\$ 1,310,186
2033	\$ 318,780	\$ 67,486	\$ 497,774	\$ 405,839	\$ 1,289,878
2034	\$ 14,155	\$ 67,486	\$ 497,774	\$ 405,839	\$ 985,254
2035	\$ 770,433	\$ 67,486	\$ 458,166	\$ 405,839	\$ 1,701,924
2036	\$ 1,131,968	\$ 67,486	\$ 612,586	\$ 811,677	\$ 2,623,718
2037	\$ 1,131,968	\$ 67,486	\$ 628,639	\$ 811,677	\$ 2,639,771
2038	\$ 1,131,968	\$ 14,654	\$ 632,887	\$ 811,677	\$ 2,591,187
2039	\$ 1,131,968	\$ 1,446	\$ 632,887	\$ 811,677	\$ 2,577,979
2040	\$ 1,131,968	\$ 1,446	\$ 632,887	\$ 811,677	\$ 2,577,979
2041	\$ 1,586,776	\$ 39,195	\$ 322,620	\$ 13,514	\$ 1,962,105
2042	\$ 1,586,776	\$ 39,195	\$ 264,432	\$ 13,514	\$ 1,903,917
2043	\$ 1,586,776	\$ 39,195	\$ 264,432	\$ 13,514	\$ 1,903,917
2044	\$ 1,388,331	\$ 39,195	\$ 204,085	\$ 13,514	\$ 1,645,125
2045	\$ 1,225,967	\$ 39,195	\$ 178,373	\$ 13,514	\$ 1,457,048
2046	\$ 1,225,967	\$ 39,195	\$ 178,373	\$ 13,514	\$ 1,457,048
2047	\$ 1,225,967	\$ 39,195	\$ 178,373	\$ 13,514	\$ 1,457,048
2048	\$ 1,139,743	\$ 39,195	\$ 178,373	\$ 13,514	\$ 1,370,824
2049	\$ 681,049	\$ 39,195	\$ 178,373	\$ 13,514	\$ 912,131
2050	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2051	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2052	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2053	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2054	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2055	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2056	\$ 469,689	\$ 39,195	\$ 178,373	\$ 13,514	\$ 700,770
2057	\$ 469,689	\$ 39,195	\$ 176,394	\$ 13,514	\$ 698,792
2058	\$ 469,689	\$ 39,195	\$ 139,944	\$ 13,514	\$ 662,341
2059	\$ 469,689	\$ 39,195	\$ 139,944	\$ 13,514	\$ 662,341
2060	\$ 469,689	\$ 39,195	\$ 139,944	\$ 13,514	\$ 662,341
Total	\$ 37,342,571	\$ 2,643,745	\$ 17,116,351	\$ 11,301,478	\$ 70,556,324

[1] Represents actual revenues received for 2018 to date.

[2] Represents balance of projected revenues for 2018.

Table B3
Mossdale Tract: 2019 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Single Family Acres By Jurisdiction		Unincorp					Year	Lathrop	Manteca	Stockton	County	Total	Fee Revenue
		Table E13	Table E7	Table E10	Table E16	Fee Rate/Acre							
2016		0.0	0.0	0.0	0.0	0.0	\$ 0						
2017		0.0	0.0	0.0	0.0	0.0	\$ 0						
2018		28.5	23.0	0.0	14.7	66.2	\$ 1,200,816						
2019		28.5	23.0	0.0	11.0	62.5	\$ 1,134,214						
2020		28.5	33.1	11.9	73.4	\$ 1,332,326							
2021		22.3	17.1	11.9	51.2	\$ 929,813							
2022		22.3	22.0	11.9	56.1	\$ 1,018,475							
2023		22.3	36.7	11.9	70.8	\$ 1,284,458							
2024		22.3	36.7	11.9	70.8	\$ 1,284,458							
2025		22.3	25.3	7.1	54.7	\$ 992,430							
2026		26.8	19.5	0.0	46.4	\$ 841,582							
2027		26.8	19.5	0.0	46.4	\$ 841,582							
2028		26.8	19.5	0.0	46.4	\$ 841,582							
2029		26.8	19.5	0.0	46.4	\$ 841,582							
2030		26.8	36.2	0.0	63.1	\$ 1,144,349							
2031		0.8	17.9	0.0	18.7	\$ 339,088							
2032		0.8	17.9	0.0	18.7	\$ 339,088							
2033		0.8	16.8	0.0	17.6	\$ 318,780							
2034		0.8	0.0	0.0	0.8	\$ 14,155							
2035		0.8	41.7	0.0	42.5	\$ 770,433							
2036		0.8	61.6	0.0	62.4	\$ 1,131,968							
2037		0.8	61.6	0.0	62.4	\$ 1,131,968							
2038		0.8	61.6	0.0	62.4	\$ 1,131,968							
2039		0.8	61.6	0.0	62.4	\$ 1,131,968							
2040		0.8	61.6	0.0	62.4	\$ 1,131,968							
2041		25.9	61.6	0.0	87.4	\$ 1,586,776							
2042		25.9	61.6	0.0	87.4	\$ 1,586,776							
2043		25.9	61.6	0.0	87.4	\$ 1,586,776							
2044		25.9	50.6	0.0	76.5	\$ 1,388,331							
2045		25.9	41.7	0.0	67.6	\$ 1,225,967							
2046		25.9	41.7	0.0	67.6	\$ 1,225,967							
2047		25.9	41.7	0.0	67.6	\$ 1,225,967							
2048		25.9	36.9	0.0	62.8	\$ 1,139,743							
2049		25.9	11.6	0.0	37.5	\$ 681,049							
2050		25.9	0.0	0.0	25.9	\$ 469,689							
2051		25.9	0.0	0.0	25.9	\$ 469,689							
2052		25.9	0.0	0.0	25.9	\$ 469,689							
2053		25.9	0.0	0.0	25.9	\$ 469,689							
2054		25.9	0.0	0.0	25.9	\$ 469,689							
2055		25.9	0.0	0.0	25.9	\$ 469,689							
2056		25.9	0.0	0.0	25.9	\$ 469,689							
2057		25.9	0.0	0.0	25.9	\$ 469,689							
2058		25.9	0.0	0.0	25.9	\$ 469,689							
2059		25.9	0.0	0.0	25.9	\$ 469,689							
2060		25.9	0.0	0.0	25.9	\$ 469,689							
Total		856.5	1,142.2	66.4	25.7	2,090.8	\$37,942,980						

Source: P:\1801000 SJAFCA Mossdale\1801014 Annual APR\Models\1801000 200-Year Overlay Assessment DAP

Table B4
Mossdale Tract: 2019 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Year	Multifamily Acres By Jurisdiction				Total	Fee Revenue
	Unincorp					
	Lathrop	Manteca	Stockton	County		
	Table E13	Table E7	Table E10	Table E16	Fee Rate/Acre	Table B1 \$ 16,525
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	4.6	0.0	0.0	0.0	4.6	\$ 75,662
2019	4.6	0.0	0.0	0.0	4.6	\$ 75,662
2020	4.6	1.4	0.0	0.0	6.0	\$ 98,797
2021	4.6	4.0	7.6	0.0	16.2	\$ 268,211
2022	4.6	8.0	7.6	0.0	20.3	\$ 334,854
2023	4.6	4.6	0.0	0.0	9.2	\$ 152,366
2024	4.6	3.6	0.0	0.0	8.3	\$ 136,693
2025	4.6	0.0	0.0	0.0	4.6	\$ 76,635
2026	0.1	0.0	7.5	0.0	7.6	\$ 125,271
2027	0.1	0.0	7.5	0.0	7.6	\$ 125,271
2028	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2029	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2030	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2031	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2032	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2033	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2034	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2035	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2036	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2037	0.1	0.0	4.0	0.0	4.1	\$ 67,486
2038	0.1	0.0	0.8	0.0	0.9	\$ 14,654
2039	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2040	0.1	0.0	0.0	0.0	0.1	\$ 1,446
2041	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2042	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2043	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2044	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2045	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2046	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2047	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2048	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2049	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2050	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2051	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2052	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2053	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2054	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2055	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2056	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2057	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2058	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2059	2.4	0.0	0.0	0.0	2.4	\$ 39,195
2060	2.4	0.0	0.0	0.0	2.4	\$ 39,195
Total	85.7	21.6	55.0	0.0	162.3	\$2,681,576

Source:
P:\1801000 SJAFCA Mossdale\1801014 Annual APR\Models\1801000 200-Year Overlay Assessment DAP

Table B5
Mossdale Tract: 2019 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Commercial

Year	Commercial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
	<i>Table E13</i>	<i>Table E7</i>	<i>Table E10</i>	<i>Table E16</i>		<i>Table B1</i>
					<i>Fee Rate/Acre</i>	<i>\$ 17,187</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	11.7	0.0	0.0	0.0	11.7	\$ 200,557
2019	11.7	0.0	0.0	0.0	11.7	\$ 200,557
2020	11.7	0.0	0.0	0.0	11.7	\$ 200,557
2021	12.5	0.0	0.0	0.0	12.5	\$ 214,862
2022	12.5	0.0	38.1	0.0	50.6	\$ 869,273
2023	12.5	0.0	3.8	0.0	16.3	\$ 280,303
2024	12.5	3.8	3.8	0.0	20.1	\$ 346,062
2025	12.5	3.8	3.8	0.0	20.1	\$ 346,062
2026	51.6	3.8	3.8	0.0	59.2	\$ 1,017,806
2027	51.6	3.8	6.0	0.0	61.5	\$ 1,056,235
2028	51.6	3.8	6.0	0.0	61.5	\$ 1,056,235
2029	51.6	3.8	6.0	0.0	61.5	\$ 1,056,235
2030	51.6	3.8	6.0	0.0	61.5	\$ 1,056,235
2031	15.3	3.8	6.0	0.0	25.1	\$ 432,015
2032	15.3	7.7	6.0	0.0	29.0	\$ 497,774
2033	15.3	7.7	6.0	0.0	29.0	\$ 497,774
2034	15.3	7.7	6.0	0.0	29.0	\$ 497,774
2035	15.3	5.3	6.0	0.0	26.7	\$ 458,166
2036	25.8	3.8	6.0	0.0	35.6	\$ 612,586
2037	25.8	4.8	6.0	0.0	36.6	\$ 628,639
2038	25.8	5.0	6.0	0.0	36.8	\$ 632,887
2039	25.8	5.0	6.0	0.0	36.8	\$ 632,887
2040	25.8	5.0	6.0	0.0	36.8	\$ 632,887
2041	8.1	5.0	5.6	0.0	18.8	\$ 322,620
2042	8.1	5.0	2.2	0.0	15.4	\$ 264,432
2043	8.1	5.0	2.2	0.0	15.4	\$ 264,432
2044	8.1	1.5	2.2	0.0	11.9	\$ 204,085
2045	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2046	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2047	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2048	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2049	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2050	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2051	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2052	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2053	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2054	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2055	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2056	8.1	0.0	2.2	0.0	10.4	\$ 178,373
2057	8.1	0.0	2.1	0.0	10.3	\$ 176,394
2058	8.1	0.0	0.0	0.0	8.1	\$ 139,944
2059	8.1	0.0	0.0	0.0	8.1	\$ 139,944
2060	8.1	0.0	0.0	0.0	8.1	\$ 139,944
Total	723.5	99.0	179.2	0.0	1,001.7	\$17,216,630

Table B6
 Mossdale Tract: 2019 Adequate Progress Report
 Updated Regional Development Fee Revenue Analysis
 Development Impact Fee Revenue Estimate - Industrial

Year	Lathrop	Manteca	Stockton	Unincorp County			Total	Fee Revenue
				Table E13	Table E7	Table E10		
								Table B1
								\$ 14,300
								Fee Rate/Acre
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	54.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 772,095
2019	54.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 772,095
2020	54.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 772,095
2021	18.3	0.0	0.0	0.0	0.0	0.0	0.0	\$ 261,475
2022	18.3	0.0	0.0	0.0	0.0	0.0	0.0	\$ 261,475
2023	18.3	0.0	0.0	0.0	0.0	0.0	0.0	\$ 261,475
2024	18.3	3.8	0.0	0.0	0.0	0.0	0.0	\$ 316,190
2025	18.3	3.8	0.0	0.0	0.0	0.0	0.0	\$ 316,190
2026	18.4	3.8	0.0	0.0	0.0	0.0	0.0	\$ 317,552
2027	18.4	3.8	0.0	0.0	0.0	0.0	0.0	\$ 317,552
2028	18.4	3.8	0.0	0.0	0.0	0.0	0.0	\$ 317,552
2029	18.4	3.8	4.4	0.0	0.0	0.0	0.0	\$ 326,375
2030	18.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2031	28.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2032	28.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2033	28.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2034	28.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2035	28.4	0.0	0.0	0.0	0.0	0.0	0.0	\$ 405,839
2036	56.8	0.0	0.0	0.0	0.0	0.0	0.0	\$ 811,677
2037	56.8	0.0	0.0	0.0	0.0	0.0	0.0	\$ 811,677
2038	56.8	0.0	0.0	0.0	0.0	0.0	0.0	\$ 811,677
2039	56.8	0.0	0.0	0.0	0.0	0.0	0.0	\$ 811,677
2040	56.8	0.0	0.0	0.0	0.0	0.0	0.0	\$ 811,677
2041	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2042	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2043	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2044	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2045	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2046	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2047	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2048	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2049	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2050	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2051	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2052	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2053	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2054	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2055	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2056	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2057	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2058	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2059	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
2060	0.9	0.0	0.0	0.0	0.0	0.0	0.0	\$ 13,514
Total	789.9	27.4	0.0	0.0	0.0	0.0	0.0	\$11,687,526

Table B7
 Mossdale Tract: 2019 Adequate Progress Report
 Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca River Islands Saybrook CLSP Richland Lathrop Gateway/Lazares Saybrook CLSP	\$61,622 \$15,500 \$13,020 \$14,415 \$3,720 \$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP Lathrop	\$25,000 \$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca Lathrop Saybrook CLSP Others	\$863,066 \$750,000 \$500,000 \$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop Manteca	\$42,360 \$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOP</i>	\$80,010	Lathrop Manteca	\$53,340 \$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i>			
<i>Task Order No. 1</i>	\$172,018	Lathrop Manteca	\$114,679 \$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFCA Seed Funding Agreement Loans & Interest in Fund:	\$313,351	Lathrop Manteca Stockton SJ County Interest (Use of Money)	\$115,000 \$65,000 \$65,000 \$65,000 \$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop Lathrop Gateway/Lazares Manteca Stockton SJ County Others Richland River Islands Saybrook CLSP RD 17	\$1,125,378 \$3,720 \$1,094,877 \$65,000 \$3,351 \$476,131 \$14,415 \$15,500 \$552,987 \$126,300
	\$3,542,659		\$3,477,659

Source: City of Lathrop, LWA

APPENDIX C: RD 17 LSRP PROJECT SUPPORTING TABLES

Table C1	Remaining Expenditure Schedule for Phase 3 LSRP	C1
Table C2	EIP Funding Agreement Credit.....	C2
Table C3	State Payments Received to Date & State Share Remaining.....	C3
Table C4	Expenses Reported to DWR.....	C4
Table C5	Historic RD 17 Financial Statements.....	C5

Table C1
 Mossdale Tract: 2019 Adequate Progress Report
 Estimated Remaining Expenditure Schedule for LSRP (All Phases)

Month & Year	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020
Remaining Costs	1,978,420	1,978,420	1,978,420	1,921,823	1,921,823	1,809,953	89,875	89,875	89,875	89,875	89,875	2,022,529	2,022,529	2,022,529	2,004,298
Total Expenses	1,978,420	1,978,420	1,978,420	1,921,823	1,921,823	1,809,953	89,875	89,875	89,875	89,875	89,875	2,022,529	2,022,529	2,022,529	2,004,298

Month & Year	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021
Remaining Costs	2,004,298	2,004,298	1,919,774	89,875	89,875	89,875	89,875	89,875	1,988,559	1,988,559	1,988,559	1,957,694	1,764,864	1,808,327	1,808,327
Total Expenses	2,004,298	2,004,298	1,919,774	89,875	89,875	89,875	89,875	89,875	1,988,559	1,988,559	1,988,559	1,957,694	1,764,864	1,808,327	1,808,327

Month & Year	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	TOTAL
Remaining Costs	133,338	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	44,774,825
Total Expenses	133,338	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	163,621	44,774,825

Table C2
Mossdale Tract: 2019 Adequate Progress Report
EIP Funding Agreement Credit

Levee Seepage Repair Project Phase	Eligible Project Credit	State Share
LSRP - Phase I	2,389,737	1,553,329
LSRP - Phase II	4,422,373	2,874,542
LSRP - Phase III	200,296	130,192
Total	\$7,012,406	\$4,558,064

Source: KSN

C-2

Table C3
Mossdale Tract: 2019 Adequate Progress Report
State Payments Received to Date & State Share Remaining.

Received Date	Total	State Share	Credit Applied
4/15/2010	2,182,950.00	1,389,150.00	793,800.00
6/8/2010	886,525.00	602,717.00	283,808.00
12/19/2011	2,828,433.00	2,355,408.00	473,025.00
5/30/2012	452,031.61	420,837.61	31,194.00
11/13/2013	1,617,235.00	1,041,086.00	576,149.00
<i>Subtotal</i>	<i>7,967,174.61</i>	<i>5,809,198.61</i>	<i>2,157,976.00</i>
State Share Remaining	35,745,825.39	33,345,737.44	2,400,087.95
Total	\$ 43,713,000.00	\$ 39,154,936.05	\$ 4,558,063.95

Source: KSN

C3

Table C4
Mossdale Tract: 2019 Adequate Progress Report
Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 1	2010	Q1	\$0	\$866,617	\$143,410
Quarter 2	2010	Q2	\$0	\$1,973,380	\$478,498
Quarter 3	2010	Q3	\$2,019	\$944,450	\$250,587
Quarter 4	2010	Q4	\$2,717	\$320,758	\$394,322
Quarter 5	2011	Q1	\$1,756	\$58,861	\$483,449
Quarter 6	2011	Q2	\$0	\$319,945	\$105,736
Quarter 7	2011	Q3	\$1,413	\$79,657	\$89,536
Quarter 8	2011	Q4	\$2,247	\$27,994	\$99,003
Quarter 9	2012	Q1	\$0	\$119,734	\$129,487
Quarter 10	2012	Q2	\$1,311	\$379,956	\$70,233
Quarter 11	2012	Q3	\$1,444	\$552,568	\$41,375
Quarter 12	2012	Q4	\$502	\$383,096	\$59,527
Quarter 13	2013	Q1	\$0	\$83,459	\$97,808
Quarter 14	2013	Q2	\$638	\$107,580	\$38,624
Quarter 15	2013	Q3	\$509	\$7,251	\$71,068
Quarter 16	2013	Q4	\$0	\$4,571	\$81,088
Quarter 17	2014	Q1	\$0	\$369	\$98,262
Quarter 18	2014	Q2	\$0	\$7,184	\$272,519
Quarter 19	2014	Q3	\$0	\$9,230	\$66,138
Quarter 20	2014	Q4	\$999	\$7,591	\$211,733
Quarter 21	2015	Q1	\$7,933	\$8,519	\$135,074
Quarter 22	2015	Q2	\$7,142	\$18,661	\$101,491
Quarter 23	2015	Q3	\$540	\$7,997	\$144,609
Costs to March 31, 2016			\$244,314	\$0	\$539,040
Cost to May 2017					\$6,428,868
Costs to May 2018					\$1,535,811
Costs to Q36 (December 2018)					\$2,310,438
Total			\$275,482	\$6,289,429	\$14,477,735

Source: KSN, LWA

Table C5
Mossdale Tract: 2019 Adequate Progress
Historic RD 17 Financial Statements

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

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2017. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
Mossdale Tract: 2019 Adequate Progress
Historic RD 17 Financial Statements

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

Source: RD 17 Audited Financial Statements through Fiscal Year

Table C5
Mossdale Tract: 2019 Adequate Progress
Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	4,611	4,611	-	-	-	-	-	-
Assessments	1,403,761	1,403,761	-	-	1,403,873	1,403,873	-	-	1,431,950	1,431,950	-	-
Property taxes	132,475	132,475	-	-	145,166	145,166	-	-	149,520	149,520	-	-
Interest	31,917	31,917	-	-	41,708	41,708	-	-	42,959	42,959	-	-
Other revenue	1,056	1,056	-	-	3,247	3,247	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,569,208	1,569,208	-	-	1,598,604	1,598,604	-	-	1,624,430	1,624,430	-	-
Expenditures												
Legal and accounting	168,652	168,652	-	-	172,608	172,608	-	-	177,786	177,786	-	-
Levee repairs and maintenance	700,807	700,807	-	-	558,933	558,933	-	-	244,954	244,954	-	-
Engineering	165,311	165,311	-	-	190,658	190,658	-	-	196,378	196,378	-	-
Vegetation control	43,925	43,925	-	-	113,618	113,618	-	-	117,026	117,026	-	-
County charges	15,270	15,270	-	-	15,272	15,272	-	-	15,730	15,730	-	-
Insurance	8,080	8,080	-	-	8,266	8,266	-	-	8,514	8,514	-	-
Rodent control	2,649	2,649	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,160	5,160	-	-	4,947	4,947	-	-	5,095	5,095	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	4,118	4,118	-	-	7,109	7,109	-	-	7,322	7,322	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	723	723	-	-	723	723	-	-	744	744	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	515	515	-	-
Trustee fees	400	400	-	-	400	400	-	-	412	412	-	-
Publication cost	-	-	-	-	53	53	-	-	55	55	-	-
Capital outlay	331,619	331,619	-	-	2,766,672	2,766,672	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	163,352	163,352	-	-	166,758	166,758	-	-	172,175	172,175	-	-
Interest	455,886	455,886	-	-	331,513	331,513	-	-	443,815	443,815	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	319,861	319,861	-	-	-	-	-	-
Reimbursements	658	658	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	350	350	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	1,560	1,560	-	-	-	-	-	-
Total Expenditures	2,067,456	2,067,456	-	-	4,659,448	4,659,448	-	-	1,390,521	1,390,521	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year

Table C5
Mossdale Tract: 2019 Adequate Progress
Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,460,589	1,460,589	-	-	1,489,801	1,489,801	-	-	1,519,597	1,519,597	-	-
Property taxes	154,006	154,006	-	-	158,626	158,626	-	-	-163,385	163,385	-	-
Interest	44,248	44,248	-	-	45,575	45,575	-	-	46,943	46,943	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,658,844	1,658,844	-	-	1,694,003	1,694,003	-	-	1,729,925	1,729,925	-	-
Expenditures												
Legal and accounting	183,120	183,120	-	-	188,613	188,613	-	-	194,272	194,272	-	-
Levee repairs and maintenance	252,302	252,302	-	-	259,871	259,871	-	-	267,667	267,667	-	-
Engineering	202,269	202,269	-	-	208,337	208,337	-	-	214,587	214,587	-	-
Vegetation control	120,537	120,537	-	-	124,153	124,153	-	-	127,877	127,877	-	-
County charges	16,202	16,202	-	-	16,688	16,688	-	-	17,189	17,189	-	-
Insurance	8,769	8,769	-	-	9,032	9,032	-	-	9,303	9,303	-	-
Rodent control	-	-	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,248	5,248	-	-	5,406	5,406	-	-	5,568	5,568	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	7,542	7,542	-	-	7,768	7,768	-	-	8,001	8,001	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	767	767	-	-	789	789	-	-	813	813	-	-
Dues and subscriptions	530	530	-	-	546	546	-	-	563	563	-	-
Trustee fees	424	424	-	-	437	437	-	-	450	450	-	-
Publication cost	56	56	-	-	58	58	-	-	60	60	-	-
Capital outlay	-	-	-	-	-	-	-	-	-	-	-	-
Debt service												
Principal	179,503	179,503	-	-	183,813	183,813	-	-	201,197	201,197	-	-
Interest	438,324	438,324	-	-	432,684	432,684	-	-	414,542	414,542	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	1,415,594	1,415,594	-	-	1,438,197	1,438,197	-	-	1,462,090	1,462,090	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year

Table C5
 Mossdale Tract: 2019 Adequate Progress
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,549,989	1,549,989	-	-	1,580,989	1,580,989	-	-	1,612,609	1,612,609	-	-
Property taxes	168,287	168,287	-	-	173,335	173,335	-	-	178,535	178,535	-	-
Interest	48,351	48,351	-	-	49,802	49,802	-	-	51,296	51,296	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,766,627	1,766,627	-	-	1,804,126	1,804,126	-	-	1,842,440	1,842,440	-	-
Expenditures												
Legal and accounting	200,100	200,100	-	-	206,103	206,103	-	-	212,286	212,286	-	-
Levee repairs and maintenance	275,697	275,697	-	-	283,968	283,968	-	-	292,487	292,487	-	-
Engineering	221,025	221,025	-	-	227,656	227,656	-	-	234,485	234,485	-	-
Vegetation control	131,714	131,714	-	-	135,665	135,665	-	-	139,735	139,735	-	-
County charges	17,704	17,704	-	-	18,236	18,236	-	-	18,783	18,783	-	-
Insurance	9,583	9,583	-	-	9,870	9,870	-	-	10,166	10,166	-	-
Rodent control	-	-	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,735	5,735	-	-	5,907	5,907	-	-	6,084	6,084	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	8,241	8,241	-	-	8,489	8,489	-	-	8,743	8,743	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	838	838	-	-	863	863	-	-	889	889	-	-
Dues and subscriptions	580	580	-	-	597	597	-	-	615	615	-	-
Trustee fees	464	464	-	-	478	478	-	-	492	492	-	-
Publication cost	61	61	-	-	63	63	-	-	65	65	-	-
Capital outlay	-	-	-	-	-	-	-	-	-	-	-	-
Debt service												
Principal	201,197	201,197	-	-	201,197	201,197	-	-	201,197	201,197	-	-
Interest	414,542	414,542	-	-	414,542	414,542	-	-	414,542	414,542	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	1,487,480	1,487,480	-	-	1,513,632	1,513,632	-	-	1,540,569	1,540,569	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year

Table C5
 Mossdale Tract: 2019 Adequate Progress
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues								
DWR special projects	-	-	-	-	-	-	-	-
Assessments	1,644,861	1,644,861	-	-	1,677,758	1,677,758	-	-
Property taxes	183,891	183,891	-	-	189,408	189,408	-	-
Interest	52,834	52,834	-	-	54,419	54,419	-	-
Other revenue	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-
Total Revenues	1,881,587	1,881,587	-	-	1,921,586	1,921,586	-	-
Expenditures								
Legal and accounting	218,655	218,655	-	-	225,214	225,214	-	-
Levee repairs and maintenance	301,262	301,262	-	-	310,300	310,300	-	-
Engineering	241,520	241,520	-	-	248,765	248,765	-	-
Vegetation control	143,927	143,927	-	-	148,245	148,245	-	-
County charges	19,346	19,346	-	-	19,926	19,926	-	-
Insurance	10,471	10,471	-	-	10,785	10,785	-	-
Rodent control	-	-	-	-	-	-	-	-
Payroll expenses	6,267	6,267	-	-	6,455	6,455	-	-
Permits	-	-	-	-	-	-	-	-
Miscellaneous	9,005	9,005	-	-	9,276	9,276	-	-
Bank fees	-	-	-	-	-	-	-	-
Automobile expense	915	915	-	-	943	943	-	-
Dues and subscriptions	633	633	-	-	652	652	-	-
Trustee fees	507	507	-	-	522	522	-	-
Publication cost	67	67	-	-	69	69	-	-
Capital outlay	-	-	-	-	-	-	-	-
Debt service								
Principal	201,197	201,197	-	-	65,500	65,500	-	-
Interest	414,542	414,542	-	-	352,274	352,274	-	-
Special projects	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-
Total Expenditures	1,568,314	1,568,314	-	-	1,398,927	1,398,927	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year

**APPENDIX D:
REVISED DRAFT TECHNICAL MEMORANDUM -
MOSSDALE TRACT AREA: OVERLAY ASSESSMENT RATE
ANALYSIS DATED JUNE 28, 2019**

Revised Draft Technical Memorandum

Mossdale Tract Area: Overlay Assessment Rate Analysis

June 28, 2019

Prepared for: Mossdale Tract 17 Area Agencies – San Joaquin County and Cities of Stockton, Lathrop, Manteca and Reclamation District No. 17

Prepared by: Megan Jonsson

Reviewed by: Seth Wurzel, CGFM

Summary

As part of Larsen Wurzel & Associates, Inc.'s (LWA) financial analyses in support of a new Governance Entity, LWA conducted an analysis of a proposed Overlay Assessment (OA). This analysis was prepared by reviewing the current Reclamation District No. 17 (RD 17) Mossdale Tract benefit assessment and apportionment methodology as described in the **Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report (RD 17 ER)** prepared by Kjeldsen, Sinnock & Neudeck, Inc. (KSN) dated May 15, 2008 and by making adjustments to the methodology to account for the following:

- All properties within the 200-Year Floodplain Basin within San Joaquin County (SJC 200-YFP Basin).
- An adjustment to benefit apportionment methodology to consider a greater amount of benefit to properties designated for development.
- And an analysis of the marginal effect to the net OA revenues as these properties developed based on the **RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum (DAP)** prepared by LWA dated May 17, 2017.

This analysis is intended to be used to inform an updated financing plan as described with the RD 17 Area ULOP Adequate Progress Report. This analysis also identifies apportionment and benefit assessment considerations that will need to be addressed in the future as the RD 17 Area Agencies move forward with implementation of the proposed OA.

Methodology

LWA prepared Development Absorption Projections based on meetings with and information provided by representative staff from the Cities of Lathrop, Manteca, Stockton, and San Joaquin County and their follow-on review. The methodology behind the DAP is covered in greater detail in the **RD 17 Basin Financing Plan Implementation Updated Development Absorption Projections Final Updated Technical Memorandum (DAP)** prepared by LWA dated May 17, 2017. After the release of the DAP, further refinements were requested by the City of Lathrop, specifically, to adjust the amount of commercial development that was deemed retail versus non-retail. In conjunction with the DAP, LWA prepared an analysis of an Overlay Assessment (OA) to be levied in

addition to the current RD 17 Mossdale Tract Assessment. The OA rates were based on the methodology outlined in the **Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report** (RD 17 ER) prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008. Using parcel data from the current RD 17 assessment roll, provided by NBS (RD 17's assessment administrator), and parcel data from the San Joaquin County 200-Year Floodplain GIS mapping, provided by KSN, LWA created a database of all parcels benefitting from the Levee Project (OA Database).

Table 1 provides a summary of the current RD 17 Mossdale Tract Assessment for FY 2016-17 by acre and by parcel.

The DAP provided data in terms of units for residential development and thousands of square feet for non-residential development. For the purpose of the OA Analysis, the DAP was converted to acres based either on direct acreage data provided by the agencies or based on assumptions from supporting documents (such as specific plans, land use summaries, and tentative subdivision maps) providing residential densities or commercial and industrial floor area ratios (FAR). DAP data for Parks, School, and other public land uses was excluded from the OA Analysis. The total provided or assumed acreages and the associated density or FAR, where applicable, are summarized in **Appendix A, Table A-3**. This data was used to calculate the DAP by acres presented in **Appendix A, Table A-2**.

In the RD 17 ER, the county land use codes were grouped into eleven categories: Agricultural, Commercial, Easements, Industrial, Parks, Residential, Rural Residential, Vacant, Vacant Commercial, Vacant Industrial, and Vacant Residential. These same land use code groupings were applied to the OA Database. The total acreages for Vacant Commercial, Vacant Industrial, and Vacant Residential were compared to the total projected development in these categories from the DAP by acres and an adjustment was made to accommodate additional projected acreage in each category. The total additional acreage was assumed to be currently classified as Agricultural lands, and therefore, was subtracted from this land use category to balance the total acreage in the OA Database. These adjustments are summarized in **Appendix A, Table A-1**.

The Average 2016-17 Assessment Per Acre rates from **Table 1** were applied to the Overlay Assessment Acreage and the Proportional Total Overlay Assessment was calculated for each of the eleven land use categories as shown in **Table 2**. To adjust the assessment rates to reflect additional benefit received by vacant properties with the potential development acreage, LWA doubled the effective equivalency factor as determined by the rates utilized in the RD 17 ER for all Vacant Commercial, Industrial, and Residential land. This increased assessment is assumed to approximate the increased benefit received by properties that have a potential to develop directly as result of the implementation of the RD 17 Area 200-Year ULOP Project. The resulting per acre assessment rates for the OA are shown on **Table 3**. These resulting rates are based upon an assumed total assessment budget of \$5.8 million per year (the total updated OA budget assumed within the 2018 Annual ULOP APR Update financing plan).

Overlay Assessment Cash Flow

One important factor to consider as a result of employing an assessment methodology that would apportion greater benefit to properties with the potential for development is that the assessment district will likely generate

less revenue overtime as properties develop and their land use category changes to a land use type with a lower assessment rate.

The goal of modeling the OA is to provide a cash flow of potential assessment revenues over time. To do this, the marginal change in assessment revenues was calculated as developable vacant properties are developed. **Table B-3** provides the calculation of the marginal change in assessment rates per acre for Vacant Commercial, Vacant Industrial, and Vacant Residential lands as they are developed. These rates were then applied to the acreages in **Appendix A, Table A-2** to demonstrate the marginal change in assessment over time by Land Use Jurisdiction by Land Use Category in **Appendix B, Table B-2**. **Table B-1** models the OA cash flow in conjunction with the development projections as defined by the DAP absorption schedule. **Table 4** summarizes of the annual OA revenues by year. The OA revenues are effectively reduced by approximately \$769,000 over the 41-year modeling period.

Implementation Concerns

LWA believes that it is possible to develop a defensible assessment methodology that justifies the assessment and apportionment of greater benefit to those properties that have the potential to develop as a result of the RD 17 200-Year ULOP Project. However there are several issues that will need to be addressed at either a policy level or an administrative level in order to implement and administer the proposed assessment over time. The following summarizes some of the immediately identified issues;

- Land Use Categorization Trigger – What would the threshold trigger be for property that is designated for development thus determining that it receives greater benefit than its current use (which could be the same use as a similar property). Zoning, General Plan, Entitlement Application, Approved Entitlement, etc.?
- Land Use Categorization Administration – How would the assessment be administered, would categorization be totally based upon assessor's use code? Or some other database?
- Assessment Appeals (no plans for development) – How would the Agency implementing the assessment ultimately determine that a property receives greater benefit if a property owner appeals and indicates that they have no plans or desire to develop in the future?
- Un-intended consequences – This type of assessment methodology may have the unintended consequence of delaying development that is needed to help finance the levee program as a result of properties delaying the entitlement application process because there is no way to defer the funding obligation (versus a fee that can be deferred collection until development occurs).

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Table 1

**RD 17 Area: Overlay Assessment Rate Analysis
Current RD 17 Mossdale Tract 2016-17 Assessment Summary by Acre & by Parce**

Current Assessment

Land Use	2016-17 Acreage A	2016-17 Parcel Count B	Total 2016-17 Assessment C	Average 2016-17 Assessment Per Acre D = C / A	Average 2016-17 Assessment Per Parcel E = C / B
Agricultural	7,037	182	\$137,227	\$19.50	\$754.00
Commercial	1,680	376	\$687,966	\$409.50	\$1,829.70
Easements	651	131	\$253,774	\$390.00	\$1,937.21
Industrial	1,656	231	\$645,856	\$390.00	\$2,795.91
Parks	311	32	\$6,068	\$19.50	\$189.61
Residential	2,037	11,868	\$794,447	\$390.00	\$66.94
Rural Residential	896	295	\$44,799	\$49.99	\$151.86
Vacant [1]	66	47	\$1,293	\$19.50	\$27.50
Vacant Commercial	436	167	\$133,980	\$307.13	\$802.28
Vacant Industrial	371	56	\$108,492	\$292.50	\$1,937.36
Vacant Residential	543	472	\$158,972	\$292.50	\$336.81
Total	15,685	13,857	\$2,972,874	\$189.53	\$214.54

[1] Aerial photographs of those parcels classified as Vacant under the Engineer's Report for the current RD 17 Mossdale Tract Assessment were analyzed and it was determined that these parcels are undevelopable and therefore not grouped with those land uses that are considered to be vacant and developable as a designated land use.

Table 2
RD 17 Area: Overlay Assessment Rate Analysis
Proportional Overlay Assessment Calculations

**Overlay Assessment with
 Vacant Multiplier: 2x**

Land Use	Overlay Assessment Acreage [1] <small>A (Table A-1)</small>	2016-17 Average Assessment Per Acre <small>B (Table 1)</small>	Equivalency Factor [2] <small>C = B / \$19.50</small>	Multiplier [3] <small>D</small>	Adjusted Acreage <small>E = A * C * D</small>	Proportionate Total Overlay Assessment <small>F = E * Assessment Rate Per Adjusted Acre [4]</small>
Agricultural	8,347	\$19.50	1.0	1.0	8,347	\$168,325
Commercial	3,656	\$409.50	21.0	1.0	76,781	\$1,548,359
Easements	651	\$390.00	20.0	1.0	13,014	\$262,440
Industrial	1,767	\$390.00	20.0	1.0	35,347	\$712,796
Parks	319	\$19.50	1.0	1.0	319	\$6,434
Residential	2,360	\$390.00	20.0	1.0	47,200	\$951,830
Rural Residential	1,057	\$49.99	2.6	1.0	2,711	\$54,662
Vacant	66	\$19.50	1.0	1.0	66	\$1,324
Vacant Commercial	1,002	\$307.13	15.75	2.0	31,555	\$636,341
Vacant Industrial	817	\$292.50	15.0	2.0	24,519	\$494,448
Vacant Residential	2,253	\$292.50	15.0	2.0	67,591	\$1,363,040
Total	22,295	\$189.53			307,450	\$6,200,000

[1] Acreage was added to the Vacant Commercial, Vacant Industrial, and Vacant Residential in order to match the Development Absorption Projections totals. The total additional acreage was subtracted from the Agricultural category. See Table A-1, Appendix A for detailed calculations.

[2] The the per acres assessment for Agricultural is used as the base to calculate the Equivalency Factor as per the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

[3] For this analysis a multiplier is used as a proxy for apportioning more benefit to Vacant lands that are developable versus currently developed properties due to the fact that the Levee Project will allow these lands to be developed.

[4] Assessment Rate Per Adjusted Acre (\$20.17) is calculated as the total Adjusted Acreage (307,450) divided by the Target Assessment Rate (\$6,200,000).

Table 3
RD 17 Area: Overlay Assessment Rate Analysis
Overlay Assessment Summary

**Overlay Assessment with
 Vacant Multiplier: 2x**

Land Use	Overlay Assessment Acreage A (Table 2)	Overlay Parcel Count B	Proportionate Overlay Assessment C (Table 2)	Average Overlay Assessment Per Acre D = C / A	Equivalency Factor E = D / \$20.17	Average Overlay Assessment Per Parcel F = C / B	Pct. of Total Overlay Assessment G = C / \$6,200,000	Aggregate Pct. of Overlay Assessment H = SUM(G)
Agricultural	8,347	257	\$168,325	\$20.17	1.0	\$654.96	2.7%	
Commercial	3,656	515	\$1,548,359	\$423.48	21.0	\$3,006.52	25.0%	
Easements	651	131	\$262,440	\$403.32	20.0	\$2,003.36	4.2%	
Industrial	1,767	257	\$712,796	\$403.32	20.0	\$2,773.53	11.5%	
Parks	319	35	\$6,434	\$20.17	1.0	\$183.82	0.1%	59.8%
Residential	2,360	12,478	\$951,830	\$403.32	20.0	\$76.28	15.4%	
Rural Residential	1,057	526	\$54,662	\$51.70	2.6	\$103.92	0.9%	
Vacant	66	107	\$1,324	\$20.17	1.0	\$12.38	0.0%	
Vacant Commercial	1,002	187	\$636,341	\$635.24	31.50	\$3,402.90	10.3%	
Vacant Industrial	817	90	\$494,448	\$604.98	30.0	\$5,493.86	8.0%	40.2%
Vacant Residential	2,253	594	\$1,363,040	\$604.98	30.0	\$2,294.68	22.0%	
Total	22,295	15,177	\$6,200,000	\$278.08		\$408.51	100.0%	

[1] The the per acres assessment for Agricultural is used as the base to calculate the Equivalency Factor as per the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

Table 4
RD 17 Area: Overlay Assessment Rate Analysis
Overlay Assessment Revenues By Year

Year	Annual Assessment Amount	Year	Annual Assessment Amount
2018	\$0	2040	\$5,702,005
2019	\$0	2041	\$5,670,166
2020	\$6,200,000	2042	\$5,647,889
2021	\$6,170,631	2043	\$5,626,330
2022	\$6,150,691	2044	\$5,604,771
2023	\$6,120,890	2045	\$5,586,161
2024	\$6,097,617	2046	\$5,569,671
2025	\$6,072,953	2047	\$5,553,182
2026	\$6,052,268	2048	\$5,536,692
2027	\$6,024,369	2049	\$5,521,161
2028	\$5,995,997	2050	\$5,510,726
2029	\$5,969,136	2051	\$5,502,641
2030	\$5,942,275	2052	\$5,494,555
2031	\$5,911,926	2053	\$5,486,469
2032	\$5,897,094	2054	\$5,478,383
2033	\$5,880,647	2055	\$5,470,298
2034	\$5,864,425	2056	\$5,462,212
2035	\$5,851,588	2057	\$5,454,126
2036	\$5,830,835	2058	\$5,446,065
2037	\$5,798,440	2059	\$5,438,453
2038	\$5,765,846	2060	\$5,430,840
2039	\$5,733,845		

[1] See Table B-1, Appendix B for detailed calculation of the Annual Assessment Amounts.

Table A-1
RD 17 Area: Overlay Assessment Rate Analysis
Calculation of Overlay Assessment Acreage

Overlay Assessment Land Use Category	ER Overlay Assessment Acreage [1] A	Total Acreage from DAP [2] B	Adjustment to ER Overlay Assessment Acreage [1] C = B - A	Overlay Assessment Acreage D = A + C
Agricultural	10,162	N/A	-1,815	8,347
Commercial	3,656	N/A	0	3,656
Easements	651	N/A	0	651
Industrial	1,767	N/A	0	1,767
Parks	319	N/A	0	319
Residential	2,360	N/A	0	2,360
Rural Residential	1,057	N/A	0	1,057
Vacant	66	N/A	0	66
Vacant Commercial	692	1,002	310	1,002
Vacant Industrial	727	817	90	817
Vacant Residential	837	2,253	1,416	2,253
Total	22,295	4,072	0	22,295

[1] Based on the County Land Use classifications from the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

[2] Summarized from Table A-2, Appendix A.

A-1

Table A-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	OA Rate Land Use Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Cross Roads																							
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Cross Roads Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Historic/East Lathrop																							
Low Density Residential	Residential	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Medium Density Residential	Residential	0.9	0.9	0.9	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.6	0.6	0.6	
High Density Residential	Residential	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Commercial	Commercial	5.0	5.0	5.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Industrial	Industrial	8.3	8.3	8.3	5.0	5.0	5.0	5.0	5.0	10.0	10.0	10.0	10.0	10.0	20.0	20.0	20.0	20.0	20.0	40.0	40.0	40.0	
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Historic/East Lathrop Acres		14.6	14.6	14.6	8.9	8.9	8.9	8.9	8.9	14.9	14.9	14.9	14.9	14.9	24.9	24.9	24.9	24.9	24.9	44.9	44.9	44.9	
Subtotal City of Lathrop Acres		98.7	98.7	98.7	57.7	57.7	57.7	57.7	57.7	96.9	96.9	96.9	96.9	96.9	144.5	144.5	144.5	144.5	144.5	83.4	83.4	83.4	
City of Manteca																							
Terra Ranch																							
Single-Family	Residential	23.0	23.0	15.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Multifamily	Residential	-	-	1.4	4.0	4.0	0.6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Terra Ranch Acres		23.0	23.0	16.4	4.0	4.0	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cerri																							
Single-Family	Residential	-	-	-	-	4.9	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	18.3	-	-	-	-	-	-	-	
Subtotal Cerri Acres		0.0	0.0	0.0	0.0	4.9	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	18.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Future Development																							
Multifamily	Residential	-	-	-	-	4.0	4.0	3.6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial	Commercial	-	-	-	-	-	-	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	4.8	-	-	
Industrial	Industrial	-	-	-	-	-	-	3.8	3.8	3.8	3.8	3.8	3.8	4.4	-	-	-	-	-	-	-	-	
Subtotal Future Development Acres		0.0	0.0	0.0	0.0	4.0	4.0	11.3	7.7	7.7	7.7	7.7	7.7	8.3	3.8	3.8	3.8	3.8	3.8	4.8	0.0	0.0	
Denali																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	17.9	17.9	17.9	16.8	-	-	-	-	-	
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.8	3.8	3.8	1.5	-	-	-	
Subtotal Denali Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	17.9	17.9	21.7	20.6	3.8	1.5	0.0	0.0	0.0	
The Trails of Manteca																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21.7	21.7	21.7	
Subtotal The Trails of Manteca Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	21.7	21.7	21.7	
Oakwood Trails																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19.9	19.9	19.9	
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0	5.0	5.0	
Subtotal Oakwood Trails Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	19.9	19.9	24.9	
Oleander																							
Single-Family	Residential	-	-	18.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Oleander Acres		0.0	0.0	18.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Sundance																							
Single-Family	Residential	-	-	-	17.1	17.1	17.1	17.1	5.8	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Sundance Acres		0.0	0.0	0.0	17.1	17.1	17.1	17.1	5.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Subtotal City of Manteca Acres		23.0	23.0	34.5	21.1	30.0	41.2	47.9	33.0	27.2	27.2	27.2	27.2	44.5	21.7	25.6	24.4	7.7	27.0	45.4	46.3	46.6	

Table A-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	OA Rate Land Use Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
City of Stockton																							
<i>Weston Ranch</i>																							
Single-Family	Residential	-	-	11.9	11.9	11.9	11.9	11.9	7.1	-	-	-	-	-	-	-	4.0	4.0	4.0	4.0	4.0	4.0	0.8
Multifamily	Residential	-	-	-	7.6	7.6	-	-	-	7.5	7.5	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	38.1	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8
<i>Subtotal City of Stockton Acres</i>		<i>0.0</i>	<i>0.0</i>	<i>11.9</i>	<i>19.5</i>	<i>57.6</i>	<i>15.7</i>	<i>15.7</i>	<i>10.9</i>	<i>11.3</i>	<i>11.3</i>	<i>3.8</i>	<i>3.8</i>	<i>3.8</i>	<i>3.8</i>	<i>7.8</i>	<i>7.8</i>	<i>7.8</i>	<i>7.8</i>	<i>7.8</i>	<i>7.8</i>	<i>4.6</i>	<i>3.8</i>
San Joaquin County																							
<i>Future Stockton Annex</i>																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Subtotal Future Stockton Annex Acres</i>		<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>
<i>Future Manteca Annex</i>																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20.0	20.0	20.0	20.0	20.0
<i>Subtotal Future Manteca Annex Acres</i>		<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>20.0</i>	<i>20.0</i>	<i>20.0</i>	<i>20.0</i>	<i>20.0</i>
<i>Oakwood Shores</i>																							
Single-Family	Residential	14.7	11.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Subtotal Oakwood Shores Acres</i>		<i>14.7</i>	<i>11.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>
<i>Subtotal San Joaquin County Acres</i>		<i>14.7</i>	<i>11.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>2.2</i>	<i>22.2</i>	<i>22.2</i>	<i>22.2</i>	<i>22.2</i>	<i>22.2</i>
Total RD 17 Area Acres		136.4	132.7	145.1	98.3	145.2	114.6	121.3	101.6	135.4	137.6	130.1	130.1	147.4	72.3	80.1	79.0	62.2	101.6	158.9	159.8	156.8	156.0

Table A-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Categ

Development Area / Project	OA Rate Land Use Category	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	Total
Cross Roads																							
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Subtotal Cross Roads Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Historic/East Lathrop																							
Low Density Residential	Residential	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	6.8
Medium Density Residential	Residential	0.6	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	16.4
High Density Residential	Residential	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.6
Commercial	Commercial	4.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90.0
Industrial	Industrial	40.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	400.0
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Subtotal Historic/East Lathrop Acres		44.9	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	515.8
Subtotal City of Lathrop Acres		83.4	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	37.3	2,455.5
City of Manteca																							
Terra Ranch																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61.0
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10.0
Subtotal Terra Ranch Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	71.0
Cerri																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160.0
Subtotal Cerri Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	160.0
Future Development																							
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11.6
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54.5
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27.4
Subtotal Future Development Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	93.5
Denali																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70.5
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13.0
Subtotal Denali Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	83.5
The Trails of Manteca																							
Single-Family	Residential	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	11.6	-	-	-	-	-	-	-	-	-	-	-	315.0
Subtotal The Trails of Manteca Acres		21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	21.7	11.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	315.0
Oakwood Trails																							
Single-Family	Residential	19.9	19.9	19.9	19.9	8.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	168.0
Commercial	Commercial	5.0	5.0	5.0	5.0	1.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31.5
Subtotal Oakwood Trails Acres		24.9	24.9	24.9	24.9	10.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	199.5
Oleander																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18.1
Subtotal Oleander Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.1
Sundance																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74.3
Subtotal Sundance Acres		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	74.3
Subtotal City of Manteca Acres		46.6	46.6	46.6	46.6	32.1	21.7	21.7	21.7	21.7	11.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,014.9

Table A-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Categ

Development Area / Project	OA Rate Land Use Category	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	Total
City of Stockton																							
<i>Weston Ranch</i>																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	66.4
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55.0
Commercial	Commercial	3.8	3.4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	110.0
<i>Subtotal City of Stockton Acres</i>		3.8	3.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	231.4
San Joaquin County																							
<i>Future Stockton Annex</i>																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Commercial	Commercial	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.1	-	-	-	69.2
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
<i>Subtotal Future Stockton Annex Acres</i>		2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.1	0.0	0.0	0.0	69.2
<i>Future Manteca Annex</i>																							
Single-Family	Residential	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	15.3	-	-	-	-	-	-	-	-	-	-	-	-	275.3
<i>Subtotal Future Manteca Annex Acres</i>		20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	15.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	275.3
<i>Oakwood Shores</i>																							
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25.7
<i>Subtotal Oakwood Shores Acres</i>		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	25.7
<i>Subtotal San Joaquin County Acres</i>		22.2	22.2	22.2	22.2	22.2	22.2	22.2	22.2	17.5	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.1	0.0	0.0	0.0	370.2
Total RD 17 Area Acres		156.0	109.5	106.1	106.1	91.7	81.2	81.2	81.2	76.5	51.2	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.5	37.3	37.3	37.3	4,072.1

Table A-3
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection Acreage Assumptions

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total A (DAP)	Provided B	Assumed C = A / D	Assumption D
City of Lathrop					
Central Lathrop					
High Density Residential	du	375.0		23.4	16.0
Variable Density Residential	du	4,864.0		608.0	8.0
Residential/Mixed Use	du	651.0		40.7	16.0
Variable Density Residential Flex	du	428.0		53.5	8.0
Office	ksf	1,576.7	120.7		
Office Commercial	ksf	1,576.7	120.7		
Neighborhood Commercial	ksf	164.7	12.6		
P-SP, Neighborhood Commercial	ksf	145.1	11.1		
Specialty Commercial	ksf	103.2	7.9		
Subtotal Acreage Central Lathrop				998.6	
Mossdale Landing					
Low Density Residential	du	66.0		14.3	4.6
Medium Density Residential	du	0.0		0.0	8.4
High Density Residential	du	62.0		3.9	16.0
Commercial	ksf	78.4	6.0		
Subtotal Acreage Mossdale Landing				24.2	
Mossdale Landing East					
Low Density Residential	du	38.0		6.9	5.5
Medium Density Residential	du	0.0		0.0	10.0
High Density Residential	du	144.0		9.0	16.0
Commercial	ksf	1,711.9	131.0		
Subtotal Acreage Mossdale Landing East				146.9	
Mossdale Landing South					
Medium Density Residential	du	140.0		18.9	7.4
High Density Residential	du	150.0		6.0	24.8
Commercial	ksf	980.1	75.0		
Subtotal Acreage Mossdale Landing South				100.0	
Mossdale Landing Other					
Low Density Residential	du	658.0		131.6	5.0
Subtotal Acreage Mossdale Landing Other				131.6	
South Lathrop					
Light Industrial / R&D Flex	ksf	2,905.0	222.3		
Office	ksf	57.5	4.4		
Office Commercial	ksf	57.5	4.4		
Subtotal Acreage South Lathrop				231.1	

Table A-3
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection Acreage Assumptions

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total	Provided	Assumed	Assumption
		A (DAP)	B	C = A / D	D
<i>Lathrop Gateway</i>					
Light Industrial / R&D Flex	ksf	2,190.2	167.6		
Office	ksf	912.8	69.9		
Office Commercial	ksf	912.8	69.9		
<i>Subtotal Acreage Lathrop Gateway</i>				307.3	
<i>Cross Roads</i>					
Industrial	ksf	0.0	0.0		
Commercial	ksf	0.0	0.0		
<i>Subtotal Acreage Cross Roads</i>				0.0	
<i>Historic/East Lathrop</i>					
Low Density Residential	du	34.0		6.8	5.0
Medium Density Residential	du	164.0		16.4	10.0
High Density Residential	du	42.0		2.6	16.0
Commercial	ksf	1,176.1	90.0		
Industrial	ksf	5,227.2	400.0		
<i>Subtotal Acreage Historic/East Lathrop</i>				515.8	
<i>Subtotal Acreage City of Lathrop</i>				2,455.5	
<i>City of Manteca</i>					
<i>Terra Ranch</i>					
Single-Family	du	212.0	61.0		
Multifamily	du	200.0	10.0		
<i>Subtotal Acreage Terra Ranch</i>				71.0	
<i>Cerri</i>					
Single-Family	du	655.0	160.0		
<i>Subtotal Acreage Cerri</i>				160.0	
<i>Future Development</i>					
Multifamily	du	233.0	11.6		
Commercial	ksf	712.2	54.5		
Industrial	ksf	358.1	27.4		
<i>Subtotal Acreage Future Development</i>				93.5	
<i>Denali</i>					
Single-Family	du	315.0	70.5		
Commercial	ksf	169.9	13.0		
<i>Subtotal Acreage Denali</i>				83.5	
<i>The Trails of Manteca</i>					
Single-Family	du	1,163.0	315.0		
<i>Subtotal Acreage The Trails of Manteca</i>				315.0	

Table A-3
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projection Acreage Assumptions

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total A (DAP)	Provided B	Assumed C = A / D	Assumption D
<i>Oakwood Trails</i>					
Single-Family	du	676.0	168.0		
Commercial	ksf	314.9	31.5		
<i>Subtotal Acreage Oakwood Trails</i>				199.5	
<i>Oleander</i>					
Single-Family	du	87.0		18.1	4.8
<i>Subtotal Acreage Oleander</i>				18.1	
<i>Sundance</i>					
Single-Family	du	347.0		74.3	4.7
<i>Subtotal Acreage Sundance</i>				74.3	
<i>Subtotal Acreage City of Manteca</i>				1,014.9	
City of Stockton					
<i>Weston Ranch</i>					
Single-Family	du	448.0	66.4		
Multifamily	du	1,101.0	55.0		
Commercial	ksf	722.2	110.0		
<i>Subtotal Acreage City of Stockton</i>				231.4	
San Joaquin County					
<i>Future Stockton Annex</i>					
Single-Family	du	0.0	0.0		
Multifamily	du	0.0	0.0		
Commercial	ksf	773.7	69.2		
Industrial	ksf	0.0	0.0		
<i>Subtotal Acreage Future Stockton Annex</i>				69.2	
<i>Future Manteca Annex</i>					
Single-Family	du	1,101.0	275.3		
<i>Subtotal Acreage Future Manteca Annex</i>				275.3	
<i>Oakwood Shores</i>					
Single-Family	du	140.0	25.7		
<i>Subtotal Acreage Oakwood Shores</i>				25.7	
<i>Subtotal Acreage San Joaquin County</i>				370.2	
Total SJC 200-YFP Basin Acreage				4,072.1	

Table B-1
RD 17 Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Annual Assessment Revenue [1]	\$6,200,000	\$6,170,631	\$6,150,691	\$6,120,890	\$6,097,617	\$6,072,953	\$6,052,268	\$6,024,369	\$5,995,997	\$5,969,136	\$5,942,275
Planned Development Acres [2]											
Commercial	12	13	51	16	20	20	59	61	61	61	61
Industrial	54	18	18	18	22	22	22	22	22	22	23
Residential	79	67	76	80	79	59	54	54	46	46	63
Subtotal Planned Development Acres	145	98	145	115	121	102	135	138	130	130	147
Marginal Change in Assessment Revenue [3]											
Commercial	-\$2,471.00	-\$2,647.25	-\$10,710.04	-\$3,453.53	-\$4,263.72	-\$4,263.72	-\$12,540.07	-\$13,013.54	-\$13,013.54	-\$13,013.54	-\$13,013.54
Industrial	-\$10,887.98	-\$3,687.29	-\$3,687.29	-\$3,687.29	-\$4,458.86	-\$4,458.86	-\$4,478.07	-\$4,478.07	-\$4,478.07	-\$4,478.07	-\$4,602.49
Residential	-\$16,010.47	-\$13,605.14	-\$15,403.60	-\$16,132.28	-\$15,941.01	-\$11,963.09	-\$10,880.38	-\$10,880.38	-\$9,369.31	-\$9,369.31	-\$12,733.67
Subtotal Marginal Change in Assessment Revenue	-\$29,369.46	-\$19,939.68	-\$29,800.93	-\$23,273.09	-\$24,663.59	-\$20,685.67	-\$27,898.51	-\$28,371.99	-\$26,860.92	-\$26,860.92	-\$30,349.70
Net Change in Assessment Revenue [4]	\$6,170,631	\$6,150,691	\$6,120,890	\$6,097,617	\$6,072,953	\$6,052,268	\$6,024,369	\$5,995,997	\$5,969,136	\$5,942,275	\$5,911,926

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
RD 17 Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Annual Assessment Revenue [1]	\$5,911,926	\$5,897,094	\$5,880,647	\$5,864,425	\$5,851,588	\$5,830,835	\$5,798,440	\$5,765,846	\$5,733,845	\$5,702,005	\$5,670,166
Planned Development Acres [2]											
Commercial	25	29	29	29	27	36	37	37	37	37	19
Industrial	28	28	28	28	28	57	57	57	57	57	1
Residential	19	23	22	5	47	66	66	63	62	62	90
Subtotal Planned Development Acres	72	80	79	62	102	159	160	157	156	156	110
Marginal Change in Assessment Revenue [3]											
Commercial	-\$5,322.72	-\$6,132.91	-\$6,132.91	-\$6,132.91	-\$5,644.92	-\$7,547.49	-\$7,745.27	-\$7,797.60	-\$7,797.60	-\$7,797.60	-\$3,974.90
Industrial	-\$5,723.08	-\$5,723.08	-\$5,723.08	-\$5,723.08	-\$5,723.08	-\$11,446.16	-\$11,446.16	-\$11,446.16	-\$11,446.16	-\$11,446.16	-\$190.57
Residential	-\$3,785.60	-\$4,591.50	-\$4,365.83	-\$980.84	-\$9,384.62	-\$13,402.00	-\$13,402.00	-\$12,757.27	-\$12,596.09	-\$12,596.09	-\$18,110.58
Subtotal Marginal Change in Assessment Revenue	-\$14,831.40	-\$16,447.49	-\$16,221.83	-\$12,836.84	-\$20,752.61	-\$32,395.65	-\$32,593.43	-\$32,001.04	-\$31,839.86	-\$31,839.86	-\$22,276.05
Net Change in Assessment Revenue [4]	\$5,897,094	\$5,880,647	\$5,864,425	\$5,851,588	\$5,830,835	\$5,798,440	\$5,765,846	\$5,733,845	\$5,702,005	\$5,670,166	\$5,647,889

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
RD 17 Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Annual Assessment Revenue [1]	\$5,647,889	\$5,626,330	\$5,604,771	\$5,586,161	\$5,569,671	\$5,553,182	\$5,536,692	\$5,521,161	\$5,510,726	\$5,502,641	\$5,494,555
Planned Development Acres [2]											
Commercial	15	15	12	10	10	10	10	10	10	10	10
Industrial	1	1	1	1	1	1	1	1	1	1	1
Residential	90	90	79	70	70	70	65	40	28	28	28
Subtotal Planned Development Acres	106	106	92	81	81	81	76	51	40	40	40
Marginal Change in Assessment Revenue [3]											
Commercial	-\$3,257.98	-\$3,257.98	-\$2,514.47	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67
Industrial	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57
Residential	-\$18,110.58	-\$18,110.58	-\$15,905.46	-\$14,101.27	-\$14,101.27	-\$14,101.27	-\$13,143.15	-\$8,046.14	-\$5,697.50	-\$5,697.50	-\$5,697.50
Subtotal Marginal Change in Assessment Revenue	-\$21,559.14	-\$21,559.14	-\$18,610.50	-\$16,489.51	-\$16,489.51	-\$16,489.51	-\$15,531.39	-\$10,434.38	-\$8,085.74	-\$8,085.74	-\$8,085.74
Net Change in Assessment Revenue [4]	\$5,626,330	\$5,604,771	\$5,586,161	\$5,569,671	\$5,553,182	\$5,536,692	\$5,521,161	\$5,510,726	\$5,502,641	\$5,494,555	\$5,486,469

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
RD 17 Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2053	2054	2055	2056	2057	2058	2059	2060
Annual Assessment Revenue [1]	\$5,486,469	\$5,478,383	\$5,470,298	\$5,462,212	\$5,454,126	\$5,446,065	\$5,438,453	\$5,430,840
Planned Development Acres [2]								
Commercial	10	10	10	10	10	8	8	8
Industrial	1	1	1	1	1	1	1	1
Residential	28	28	28	28	28	28	28	28
Subtotal Planned Development Acres	40	40	40	40	39	37	37	37
Marginal Change in Assessment Revenue [3]								
Commercial	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,197.67	-\$2,173.29	-\$1,724.20	-\$1,724.20	-\$1,724.20
Industrial	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57	-\$190.57
Residential	-\$5,697.50	-\$5,697.50	-\$5,697.50	-\$5,697.50	-\$5,697.50	-\$5,697.50	-\$5,697.50	-\$5,697.50
Subtotal Marginal Change in Assessment Revenue	-\$8,085.74	-\$8,085.74	-\$8,085.74	-\$8,085.74	-\$8,061.36	-\$7,612.26	-\$7,612.26	-\$7,612.26
Net Change in Assessment Revenue [4]	\$5,478,383	\$5,470,298	\$5,462,212	\$5,454,126	\$5,446,065	\$5,438,453	\$5,430,840	\$5,423,228

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Overlay Assessment Rate Land Use Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
City of Lathrop																
Central Lathrop																
High Density Residential	Residential	-	-	-	-690.68	-690.68	-690.68	-690.68	-690.68	-	-	-	-	-	-	-
Variable Density Residential	Residential	-5,041.47	-5,041.47	-5,041.47	-3,660.11	-3,660.11	-3,660.11	-3,660.11	-3,660.11	-4,582.70	-4,582.70	-4,582.70	-4,582.70	-4,582.70	-	-
Residential/Mixed Use	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Variable Density Residential Flex	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Central Lathrop Marginal Change in Assessment		(\$5,041.47)	(\$5,041.47)	(\$5,041.47)	(\$4,350.79)	(\$4,350.79)	(\$4,350.79)	(\$4,350.79)	(\$4,350.79)	(\$4,582.70)	(\$4,582.70)	(\$4,582.70)	(\$4,582.70)	(\$4,582.70)	\$0.00	\$0.00
Mossdale Landing																
Low Density Residential	Residential	-	-	-	-289.34	-289.34	-289.34	-289.34	-289.34	-289.34	-289.34	-289.34	-289.34	-289.34	-	-
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
High Density Residential	Residential	-260.48	-260.48	-260.48	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-127.05	-127.05	-127.05	-127.05	-127.05	-127.05	-127.05	-127.05	-127.05	-127.05	-	-
Community Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Neighborhood Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing Marginal Change in Assessment		(\$260.48)	(\$260.48)	(\$260.48)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	(\$416.39)	\$0.00	\$0.00
Mossdale Landing East																
Low Density Residential	Residential	-464.43	-464.43	-464.43	-	-	-	-	-	-	-	-	-	-	-	-
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
High Density Residential	Residential	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-226.87	-	-
Commercial	Commercial	-70.58	-70.58	-70.58	-847.01	-847.01	-847.01	-847.01	-847.01	-4,658.55	-4,658.55	-4,658.55	-4,658.55	-4,658.55	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing East Marginal Change in Assessment		(\$761.88)	(\$761.88)	(\$761.88)	(\$1,073.88)	(\$1,073.88)	(\$1,073.88)	(\$1,073.88)	(\$1,073.88)	(\$4,658.55)	(\$4,658.55)	(\$4,658.55)	(\$4,658.55)	(\$4,658.55)	\$0.00	\$0.00
Mossdale Landing South																
Medium Density Residential	Residential	-	-	-	-381.52	-381.52	-381.52	-381.52	-381.52	-381.52	-381.52	-381.52	-381.52	-381.52	-	-
High Density Residential	Residential	-406.57	-406.57	-406.57	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-211.75	-211.75	-211.75	-211.75	-211.75	-2,964.53	-2,964.53	-2,964.53	-2,964.53	-2,964.53	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing South Marginal Change in Assessment		(\$406.57)	(\$406.57)	(\$406.57)	(\$593.27)	(\$593.27)	(\$593.27)	(\$593.27)	(\$593.27)	(\$3,346.05)	(\$3,346.05)	(\$3,346.05)	(\$3,346.05)	(\$3,346.05)	\$0.00	\$0.00
Mossdale Landing Other																
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing Other Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Lathrop																
Light Industrial / R&D Flex	Industrial	-9,207.49	-9,207.49	-9,207.49	-2,678.99	-2,678.99	-2,678.99	-2,678.99	-2,678.99	-	-	-	-	-	-	-
Office Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal South Lathrop Marginal Change in Assessment		(\$9,207.49)	(\$9,207.49)	(\$9,207.49)	(\$2,678.99)	(\$2,678.99)	(\$2,678.99)	(\$2,678.99)	(\$2,678.99)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Overlay Assessment Rate Land Use Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Lathrop Gateway																
Light Industrial / R&D Flex	Industrial	-	-	-	-	-	-	-	-	-1,689.90	-1,689.90	-1,689.90	-1,689.90	-1,689.90	-1,689.90	-1,689.90
Office Commercial	Commercial	-	-	-	-	-	-	-	-	-739.54	-739.54	-739.54	-739.54	-739.54	-739.54	-739.54
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Lathrop Gateway Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,429.45)	(\$2,429.45)	(\$2,429.45)	(\$2,429.45)	(\$2,429.45)	(\$2,429.45)	(\$2,429.45)
Cross Roads																
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Cross Roads Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Historic/East Lathrop																
Low Density Residential	Residential	-53.78	-53.78	-53.78	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40
Medium Density Residential	Residential	-181.49	-181.49	-181.49	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90	-108.90
High Density Residential	Residential	-29.41	-29.41	-29.41	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65
Commercial	Commercial	-1,058.76	-1,058.76	-1,058.76	-635.26	-635.26	-635.26	-635.26	-635.26	-847.01	-847.01	-847.01	-847.01	-847.01	-847.01	-847.01
Industrial	Industrial	-1,680.49	-1,680.49	-1,680.49	-1,008.29	-1,008.29	-1,008.29	-1,008.29	-1,008.29	-2,016.59	-2,016.59	-2,016.59	-2,016.59	-2,016.59	-4,033.18	-4,033.18
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Historic/East Lathrop Marginal Change in Assessment		(\$3,003.93)	(\$3,003.93)	(\$3,003.93)	(\$1,818.49)	(\$1,818.49)	(\$1,818.49)	(\$1,818.49)	(\$1,818.49)	(\$3,038.54)	(\$3,038.54)	(\$3,038.54)	(\$3,038.54)	(\$3,038.54)	(\$5,055.13)	(\$5,055.13)
Subtotal City of Lathrop Marginal Change in Assessment		(\$18,681.82)	(\$18,681.82)	(\$18,681.82)	(\$10,931.81)	(\$10,931.81)	(\$10,931.81)	(\$10,931.81)	(\$10,931.81)	(\$18,471.67)	(\$18,471.67)	(\$18,471.67)	(\$18,471.67)	(\$18,471.67)	(\$7,484.58)	(\$7,484.58)
City of Manteca																
Terra Ranch																
Single-Family	Residential	-4,641.96	-4,641.96	-3,017.28	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-282.32	-806.64	-806.64	-121.00	-	-	-	-	-	-	-	-	-
Subtotal Terra Ranch Marginal Change in Assessment		(\$4,641.96)	(\$4,641.96)	(\$3,299.60)	(\$806.64)	(\$806.64)	(\$121.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cerri																
Single-Family	Residential	-	-	-	-	-985.20	-3,940.82	-3,940.82	-3,940.82	-3,940.82	-3,940.82	-3,940.82	-3,940.82	-3,940.82	-3,694.52	-
Subtotal Cerri Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	(\$985.20)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,940.82)	(\$3,694.52)	\$0.00
Future Development																
Multifamily	Residential	-	-	-	-	-803.17	-803.17	-732.90	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-810.19	-810.19	-810.19	-810.19	-810.19	-810.19	-810.19	-810.19	-810.19
Industrial	Industrial	-	-	-	-	-	-	-771.58	-771.58	-771.58	-771.58	-771.58	-771.58	-896.00	-	-
Subtotal Future Development Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	(\$803.17)	(\$803.17)	(\$2,314.67)	(\$1,581.77)	(\$1,581.77)	(\$1,581.77)	(\$1,581.77)	(\$1,581.77)	(\$1,706.19)	(\$810.19)	(\$810.19)
Denali																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-3,610.66	-3,610.66
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-810.19
Subtotal Denali Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,610.66)	(\$3,610.66)
The Trails of Manteca																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal The Trails of Manteca Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Oakwood Trails																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Oakwood Trails Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Overlay Assessment Rate Land Use Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Oleander																
Single-Family	Residential	-	-	-3,655.07	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Oleander Marginal Change in Assessment		\$0.00	\$0.00	(\$3,655.07)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sundance																
Single-Family	Residential	-	-	-	-3,452.53	-3,452.53	-3,452.53	-3,452.53	-1,165.23	-	-	-	-	-	-	-
Subtotal Sundance Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	(\$3,452.53)	(\$3,452.53)	(\$3,452.53)	(\$3,452.53)	(\$1,165.23)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal City of Manteca Marginal Change in Assessment		(\$4,641.96)	(\$4,641.96)	(\$6,954.67)	(\$4,259.16)	(\$6,047.54)	(\$8,317.51)	(\$9,708.01)	(\$6,687.81)	(\$5,522.59)	(\$5,522.59)	(\$5,522.59)	(\$5,522.59)	(\$9,011.37)	(\$4,420.85)	(\$5,231.04)
City of Stockton																
Weston Ranch																
Single-Family	Residential	-	-	-2,391.31	-2,391.31	-2,391.31	-2,391.31	-2,391.31	-1,433.59	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-	-1,531.22	-1,541.29	-	-	-	-1,511.07	-1,511.07	-	-	-	-	-805.90
Commercial	Commercial	-	-	-	-	-8,062.80	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28
Subtotal City of Stockton Marginal Change in Assessment		\$0.00	\$0.00	(\$2,391.31)	(\$3,922.53)	(\$11,995.40)	(\$3,197.59)	(\$3,197.59)	(\$2,239.87)	(\$2,317.35)	(\$2,317.35)	(\$806.28)	(\$806.28)	(\$806.28)	(\$806.28)	(\$1,612.18)
San Joaquin County																
Future Stockton Annex																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Future Stockton Annex Marginal Change in Assess		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)
Future Manteca Annex																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Future Manteca Annex Marginal Change in Assess		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Oakwood Shores																
Single-Family	Residential	-2,960.35	-2,220.27	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Oakwood Shores Marginal Change in Assessment		(\$2,960.35)	(\$2,220.27)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal San Joaquin County Marginal Change in Assessment		(\$2,960.35)	(\$2,220.27)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)
Total RD 17 Area: Marginal Change in Assessment		(\$26,284.14)	(\$25,544.05)	(\$28,027.80)	(\$19,113.50)	(\$28,974.75)	(\$22,446.91)	(\$23,837.41)	(\$19,859.50)	(\$26,311.61)	(\$26,785.08)	(\$25,274.01)	(\$25,274.01)	(\$28,762.79)	(\$13,185.18)	(\$14,801.27)

Source: City of Lathrop, City of Manteca, City of Stockton, San Joaquin County, ParcelQuest, LWA

Indicates an update from the May 5, 2017 version.

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessm

Development Area / Project	Overlay Assessment Rate Land Use Category	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
City of Lathrop																
Central Lathrop																
High Density Residential	Residential	-	-	-	-	-	-	-	-	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65
Variable Density Residential	Residential	-	-	-	-	-	-	-	-	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51
Residential/Mixed Use	Residential	-	-	-	-	-	-	-	-	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25
Variable Density Residential Flex	Residential	-	-	-	-	-	-	-	-	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44
Commercial	Commercial	-	-	-	-	-	-	-	-	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Central Lathrop Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)
Mossdale Landing																
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Neighborhood Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mossdale Landing East																
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing East Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mossdale Landing South																
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Mossdale Landing South Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mossdale Landing Other																
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92
Subtotal Mossdale Landing Other Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)
South Lathrop																
Light Industrial / R&D Flex	Industrial	-	-	-	-	-	-	-	-	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57
Office Commercial	Commercial	-	-	-	-	-	-	-	-	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal South Lathrop Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessment

Development Area / Project	Overlay Assessment Rate Land Use Category	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Lathrop Gateway																
Light Industrial / R&D Flex	Industrial	-1,689.90	-1,689.90	-1,689.90	-3,379.80	-3,379.80	-3,379.80	-3,379.80	-3,379.80	-	-	-	-	-	-	-
Office Commercial	Commercial	-739.54	-739.54	-739.54	-1,479.09	-1,479.09	-1,479.09	-1,479.09	-1,479.09	-	-	-	-	-	-	-
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Lathrop Gateway Marginal Change in Assessment		(\$2,429.45)	(\$2,429.45)	(\$2,429.45)	(\$4,858.89)	(\$4,858.89)	(\$4,858.89)	(\$4,858.89)	(\$4,858.89)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cross Roads																
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Cross Roads Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Historic/East Lathrop																
Low Density Residential	Residential	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-48.40	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10
Medium Density Residential	Residential	-108.90	-108.90	-108.90	-116.96	-116.96	-116.96	-116.96	-116.96	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22
High Density Residential	Residential	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-17.65	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41
Commercial	Commercial	-847.01	-847.01	-847.01	-847.01	-847.01	-847.01	-847.01	-847.01	-	-	-	-	-	-	-
Industrial	Industrial	-4,033.18	-4,033.18	-4,033.18	-8,066.36	-8,066.36	-8,066.36	-8,066.36	-8,066.36	-	-	-	-	-	-	-
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Historic/East Lathrop Marginal Change in Assessment		(\$5,055.13)	(\$5,055.13)	(\$5,055.13)	(\$9,096.37)	(\$9,096.37)	(\$9,096.37)	(\$9,096.37)	(\$9,096.37)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)
Subtotal City of Lathrop Marginal Change in Assessment		(\$7,484.58)	(\$7,484.58)	(\$7,484.58)	(\$13,955.27)	(\$13,955.27)	(\$13,955.27)	(\$13,955.27)	(\$13,955.27)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)
City of Manteca																
Terra Ranch																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Terra Ranch Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cerri																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Cerri Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Future Development																
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-810.19	-810.19	-810.19	-810.19	-1,007.98	-	-	-	-	-	-	-	-	-	-
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Future Development Marginal Change in Assessment		(\$810.19)	(\$810.19)	(\$810.19)	(\$810.19)	(\$1,007.98)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Denali																
Single-Family	Residential	-3,384.99	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-810.19	-810.19	-322.20	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Denali Marginal Change in Assessment		(\$4,195.18)	(\$810.19)	(\$322.20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
The Trails of Manteca																
Single-Family	Residential	-	-	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57	-4,369.57
Subtotal The Trails of Manteca Marginal Change in Assessment		\$0.00	\$0.00	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)
Oakwood Trails																
Single-Family	Residential	-	-	-	-4,009.31	-4,009.31	-4,009.31	-4,009.31	-4,009.31	-4,009.31	-4,009.31	-4,009.31	-1,804.19	-	-	-
Commercial	Commercial	-	-	-	-	-	-1,060.31	-1,060.31	-1,060.31	-1,060.31	-1,060.31	-1,060.31	-316.80	-	-	-
Subtotal Oakwood Trails Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	(\$4,009.31)	(\$4,009.31)	(\$5,069.63)	(\$5,069.63)	(\$5,069.63)	(\$5,069.63)	(\$5,069.63)	(\$5,069.63)	(\$2,120.99)	\$0.00	\$0.00	\$0.00

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessm

Development Area / Project	Overlay Assessment Rate Land Use Category	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Oleander																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Oleander Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sundance																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Sundance Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal City of Manteca Marginal Change in Assessment		(\$5,005.38)	(\$1,620.39)	(\$5,501.96)	(\$9,189.08)	(\$9,386.86)	(\$9,439.19)	(\$9,439.19)	(\$9,439.19)	(\$9,439.19)	(\$9,439.19)	(\$9,439.19)	(\$6,490.55)	(\$4,369.57)	(\$4,369.57)	(\$4,369.57)
City of Stockton																
Weston Ranch																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-805.90	-805.90	-805.90	-805.90	-805.90	-161.18	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-806.28	-716.92	-	-	-	-	-	-
Subtotal City of Stockton Marginal Change in Assessment		(\$1,612.18)	(\$1,612.18)	(\$1,612.18)	(\$1,612.18)	(\$1,612.18)	(\$967.46)	(\$806.28)	(\$806.28)	(\$716.92)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
San Joaquin County																
Future Stockton Annex																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	Commercial	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Future Stockton Annex Marginal Change in Assess		(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)
Future Manteca Annex																
Single-Family	Residential	-	-	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21	-4,034.21
Subtotal Future Manteca Annex Marginal Change in Assess		\$0.00	\$0.00	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)	(\$4,034.21)
Oakwood Shores																
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Oakwood Shores Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal San Joaquin County Marginal Change in Assessment		(\$473.47)	(\$473.47)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)	(\$4,507.68)
Total RD 17 Area: Marginal Change in Assessment		(\$14,575.61)	(\$11,190.62)	(\$19,106.39)	(\$29,264.20)	(\$29,461.99)	(\$28,869.60)	(\$28,708.42)	(\$28,708.42)	(\$20,682.08)	(\$19,965.16)	(\$19,965.16)	(\$17,016.52)	(\$14,895.54)	(\$14,895.54)	(\$14,895.54)

Source: City of Lathrop, City of Manteca, City of Stockton, San Joaquin County, ParcelQuest, LWA

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessm

Development Area / Project	Overlay Assessment Rate Land Use Category	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	Total
City of Lathrop															
Central Lathrop															
High Density Residential	Residential	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	-63.65	(\$4,726.38)
Variable Density Residential	Residential	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	-3,313.51	(\$122,608.66)
Residential/Mixed Use	Residential	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	-410.25	(\$8,205.00)
Variable Density Residential Flex	Residential	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	-539.44	(\$10,788.76)
Commercial	Commercial	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	-83.64	(\$1,672.84)
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Central Lathrop Marginal Change in Assessment		(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$4,410.49)	(\$148,001.65)
Mossdale Landing															
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$2,893.37)
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$781.43)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$1,270.51)
Community Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Neighborhood Park	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Mossdale Landing Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,945.31)
Mossdale Landing East															
Low Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$1,393.28)
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$1,814.93)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$27,739.55)
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Mossdale Landing East Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$30,947.76)
Mossdale Landing South															
Medium Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$3,815.17)
High Density Residential	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$1,219.71)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$15,881.42)
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Mossdale Landing South Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$20,916.30)
Mossdale Landing Other															
Low Density Residential	Residential	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	-1,326.92	(\$26,538.32)
Subtotal Mossdale Landing Other Marginal Change in Assessment		(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$1,326.92)	(\$26,538.32)
South Lathrop															
Light Industrial / R&D Flex	Industrial	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	-190.57	(\$44,828.79)
Office Commercial	Commercial	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	-46.59	(\$931.71)
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal South Lathrop Marginal Change in Assessment		(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$237.15)	(\$45,760.50)

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessm

Development Area / Project	Overlay Assessment Rate Land Use Category	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	Total
Lathrop Gateway															
Light Industrial / R&D Flex	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$33,798.05)
Office Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$14,790.90)
Open Space	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Public Landscaping	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Lathrop Gateway Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$48,588.94)
Cross Roads															
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Cross Roads Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Historic/East Lathrop															
Low Density Residential	Residential	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	-12.10	(\$1,371.28)
Medium Density Residential	Residential	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	-27.22	(\$3,307.21)
High Density Residential	Residential	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	-4.41	(\$529.35)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$19,057.71)
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$80,663.60)
Parks	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Schools	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Historic/East Lathrop Marginal Change in Assessm		(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$43.73)	(\$104,929.14)
Subtotal City of Lathrop Marginal Change in Assessment		(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$430,627.93)
City of Manteca															
Terra Ranch															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$12,301.20)
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$2,016.59)
Subtotal Terra Ranch Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,317.79)
Cerri															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$32,265.44)
Subtotal Cerri Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$32,265.44)
Future Development															
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$2,339.24)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$11,540.50)
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$5,525.46)
Subtotal Future Development Marginal Change in Assessm		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$19,405.20)
Denali															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$14,216.96)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$2,752.78)
Subtotal Denali Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$16,969.74)
The Trails of Manteca															
Single-Family	Residential	-4,369.57	-2,348.64	-	-	-	-	-	-	-	-	-	-	-	(\$63,522.58)
Subtotal The Trails of Manteca Marginal Change in Assessm		(\$4,369.57)	(\$2,348.64)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$63,522.58)
Oakwood Trails															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$33,878.71)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$6,678.67)
Subtotal Oakwood Trails Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$40,557.38)

Table B-2
RD 17 Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assessm

Development Area / Project	Overlay Assessment Rate Land Use Category	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	Total
Oleander															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$3,655.07)
Subtotal Oleander Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,655.07)
Sundance															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$14,975.34)
Subtotal Sundance Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,975.34)
Subtotal City of Manteca Marginal Change in Assessment		(\$4,369.57)	(\$2,348.64)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$205,668.53)
City of Stockton															
Weston Ranch															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$13,390.16)
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$11,091.24)
Commercial	Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$23,292.75)
Subtotal City of Stockton Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$47,774.15)
San Joaquin County															
Future Stockton Annex															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Multifamily	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Commercial	Commercial	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-473.47	-449.09	-	-	-	(\$14,653.26)
Industrial	Industrial	-	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
Subtotal Future Stockton Annex Marginal Change in Assess		(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$449.09)	\$0.00	\$0.00	\$0.00	(\$14,653.26)
Future Manteca Annex															
Single-Family	Residential	-3,076.08	-	-	-	-	-	-	-	-	-	-	-	-	(\$55,520.75)
Subtotal Future Manteca Annex Marginal Change in Assess		(\$3,076.08)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$55,520.75)
Oakwood Shores															
Single-Family	Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	(\$5,180.62)
Subtotal Oakwood Shores Marginal Change in Assessment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,180.62)
Subtotal San Joaquin County Marginal Change in Assessment		(\$3,549.55)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$473.47)	(\$449.09)	\$0.00	\$0.00	\$0.00	(\$75,354.63)
Total RD 17 Area: Marginal Change in Assessment		(\$13,937.41)	(\$8,840.41)	(\$6,491.76)	(\$6,491.76)	(\$6,491.76)	(\$6,491.76)	(\$6,491.76)	(\$6,491.76)	(\$6,467.38)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$6,018.29)	(\$759,425.24)

Indicates an update from the May 5, 2017 version.

Table B-3
RD 17 Area: Overlay Assessment Rate Analysis
Marginal Change in Overlay Assessment Per Acre of Development

Overlay Assessment Land Use Category	Assessment Rate Per Developable Acre B (Table 3)	Assessment Rate Per Developed Acre C (Table 3)	Marginal Assessment Rate Change Per Acre D = C - B
Vacant Commercial	\$635.24	\$423.48	(\$211.75)
Vacant Industrial	\$604.98	\$403.32	(\$201.66)
Vacant Residential	\$604.98	\$403.32	(\$201.66)
Total	\$1,845.19	\$1,230.12	(\$615.07)

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APPENDIX E: EIFD ANALYSIS SUPPORTING TABLES

EPS Table Set RD 17 Area Finance Plan Implementation EIFD Revenue Analysis prepared by Economic & Planning Systems, Inc..... E1

Table E17 Hybrid Financing Revenues and Debt Service E45

DRAFT Discussion Tables

RD 17 Area Finance Plan Implementation

EIFD Revenue Analysis

The Economics of Land Use



Prepared by:

Economic & Planning Systems, Inc. (EPS)

September 21, 2017

Updated by LWA June 23, 2019 to reflect
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Table 1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Property Tax Summary for Fiscal Years 2017-18 through 2060-61 (Real \$)

Item	Cumulative Revenue (Fiscal Years 2017-18 through 2060-61)				Total
	Lathrop	Manteca [1]	Stockton	Unincorporated San Joaquin County	
EIFD Revenue	\$372,464,822	\$162,973,163	\$104,088,538	\$13,335,165	\$652,861,689
EIFD Revenue from City	\$156,208,092	\$64,955,783	\$44,898,774	\$0	\$266,062,648
Percentage of Gross Property Tax Revenue	22%	24%	18%	NA	27%
EIFD Revenue from County	\$216,256,730	\$98,017,381	\$59,189,764	\$13,335,165	\$386,799,040
Percentage of Gross Property Tax Revenue	22%	24%	18%	13%	27%
Net Property Tax Revenue [2]	\$5,229,497,822	\$1,886,070,811	\$1,481,755,300	\$465,955,634	\$9,063,279,567
Property Tax Revenue to City [2]	\$554,941,649	\$205,458,667	\$208,039,163	\$0	\$968,439,479
Property Tax Revenue to County [2]	\$763,869,494	\$307,752,976	\$264,964,674	\$85,742,066	\$1,422,329,210

summ

Source: EPS.

[1] Represents non-redevelopment area parcels only.

[2] Estimated property tax revenue to jurisdictions are net of an assumed contribution to an EIFD.

Table 2
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
EIFD Revenue Summary for Fiscal Years 2017-18 through 2060-61 (Real \$)

Fiscal Year Ending	Annual EIFD Revenue (Fiscal Years 2017-18 through 2060-61)				Total
	Lathrop [1]	Manteca [1]	Stockton [1]	Unincorporated San Joaquin County	
2017	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0
2020	\$302,868	\$98,057	\$47,064	\$11,735	\$459,723
2021	\$621,404	\$211,272	\$132,690	\$23,822	\$989,187
2022	\$888,961	\$307,401	\$262,263	\$36,271	\$1,494,897
2023	\$1,169,509	\$440,882	\$474,144	\$49,094	\$2,133,629
2024	\$1,463,586	\$602,507	\$583,833	\$62,302	\$2,712,227
2025	\$1,771,751	\$788,698	\$698,265	\$75,906	\$3,334,619
2026	\$2,094,585	\$928,836	\$800,377	\$89,917	\$3,913,716
2027	\$2,125,142	\$870,521	\$762,627	\$85,935	\$3,844,225
2028	\$2,545,730	\$981,222	\$877,581	\$96,726	\$4,501,258
2029	\$2,987,578	\$1,097,238	\$957,338	\$109,292	\$5,151,446
2030	\$3,451,583	\$1,218,790	\$1,039,927	\$122,235	\$5,832,536
2031	\$3,938,679	\$1,395,896	\$1,125,448	\$135,566	\$6,595,589
2032	\$4,220,896	\$1,524,374	\$1,214,001	\$149,297	\$7,108,569
2033	\$4,514,441	\$1,674,101	\$1,329,850	\$163,440	\$7,681,832
2034	\$4,819,737	\$1,827,343	\$1,450,395	\$178,007	\$8,275,481
2035	\$5,137,225	\$1,932,805	\$1,575,812	\$193,011	\$8,838,853
2036	\$5,467,364	\$2,126,060	\$1,706,287	\$199,955	\$9,499,666
2037	\$5,897,562	\$2,382,915	\$1,842,008	\$215,618	\$10,338,103
2038	\$6,346,590	\$2,656,063	\$1,983,175	\$231,750	\$11,217,578
2039	\$6,815,189	\$2,937,440	\$2,106,915	\$248,367	\$12,107,910
2040	\$7,304,131	\$3,231,763	\$2,229,188	\$265,482	\$13,030,564
2041	\$7,814,213	\$3,539,558	\$2,355,740	\$283,110	\$13,992,621
2042	\$8,301,903	\$3,861,366	\$2,485,502	\$301,267	\$14,950,039
2043	\$8,809,760	\$4,197,752	\$2,609,743	\$319,969	\$15,937,225
2044	\$9,338,555	\$4,549,302	\$2,738,039	\$339,232	\$16,965,128
2045	\$9,889,086	\$4,857,980	\$2,870,522	\$359,073	\$17,976,662
2046	\$10,462,183	\$5,136,317	\$3,007,326	\$379,509	\$18,985,335
2047	\$11,058,704	\$5,425,436	\$3,148,592	\$400,559	\$20,033,290
2048	\$11,679,538	\$5,725,734	\$3,294,465	\$422,239	\$21,121,977
2049	\$12,325,608	\$6,029,689	\$3,445,094	\$444,570	\$22,244,961
2050	\$12,997,868	\$6,277,733	\$3,600,633	\$467,571	\$23,343,806
2051	\$13,697,309	\$6,484,159	\$3,761,241	\$491,263	\$24,433,971
2052	\$14,424,956	\$6,696,778	\$3,927,082	\$515,664	\$25,564,480
2053	\$15,181,873	\$6,915,775	\$4,098,325	\$540,798	\$26,736,771
2054	\$15,969,160	\$7,141,342	\$4,275,146	\$566,686	\$27,952,334
2055	\$16,787,960	\$7,373,676	\$4,457,725	\$593,351	\$29,212,711
2056	\$17,639,453	\$7,612,980	\$4,646,248	\$620,815	\$30,519,496
2057	\$18,524,864	\$7,859,463	\$4,840,908	\$649,104	\$31,874,339
2058	\$19,445,463	\$8,113,341	\$5,041,028	\$678,241	\$33,278,072
2059	\$20,402,564	\$8,374,834	\$5,231,017	\$708,252	\$34,716,667
2060	\$21,397,528	\$8,644,173	\$5,426,707	\$739,163	\$36,207,571
2061	\$22,431,765	\$8,921,592	\$5,628,267	\$771,002	\$37,752,626
Total	\$372,464,822	\$162,973,163	\$104,088,538	\$13,335,165	\$652,861,689

EIFD rev

Source: EPS.

2

Table 3
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Net Fiscal Impact After EIFD Contribution (Real and Current 2016 \$)

Jurisdiction / Item	EIFD Allocation [1]	Formula	2020	2025	2030	2040	2050	Buildout (2060)
Lathrop								
EIFD Allocation								
Estimated EIFD Allocation (Real \$)	34%	<i>a</i>	\$118,236	\$715,537	\$1,431,245	\$3,060,906	\$5,463,305	\$9,007,621
Discount Factor		<i>b</i>	1.13	1.30	1.51	2.03	2.73	3.67
Estimated EIFD Allocation (Current 2016\$)		<i>c = a / b</i>	\$105,051	\$548,399	\$946,222	\$1,505,763	\$1,999,815	\$2,453,422
Net Fiscal Impact								
Net Fiscal Surplus/(Deficit) (2016\$)		<i>d</i>	(\$119,000)	(\$367,000)	\$333,000	\$1,499,000	\$591,000	(\$316,000)
Net Fiscal Surplus/(Deficit) (after EIFD Contribution)		<i>e = d - c</i>	(\$224,051)	(\$915,399)	(\$613,222)	(\$6,763)	(\$1,408,815)	(\$2,769,422)
Manteca								
EIFD Allocation								
Estimated EIFD Allocation (Real \$)	34%	<i>f</i>	\$34,210	\$321,619	\$501,436	\$1,301,474	\$2,483,633	\$3,422,349
Discount Factor		<i>g</i>	1.13	1.30	1.51	2.03	2.73	3.67
Estimated EIFD Allocation (Current 2016\$)		<i>h = f / g</i>	\$30,395	\$246,495	\$331,508	\$640,239	\$909,121	\$932,151
Net Fiscal Impact								
Net Fiscal Surplus/(Deficit) (2016\$)		<i>i</i>	(\$91,000)	(\$254,000)	\$153,000	\$1,209,000	\$1,114,000	\$1,114,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution)		<i>j = i - h</i>	(\$121,395)	(\$500,495)	(\$178,508)	\$568,761	\$204,879	\$181,849
Stockton								
EIFD Allocation								
Estimated EIFD Allocation (Real \$)	34%	<i>k</i>	\$21,220	\$314,827	\$463,277	\$972,491	\$1,545,944	\$2,306,640
Discount Factor		<i>l</i>	1.13	1.30	1.51	2.03	2.73	3.67
Estimated EIFD Allocation (Current 2016\$)		<i>m = k / l</i>	\$18,854	\$241,289	\$306,281	\$478,401	\$565,885	\$628,264
Net Fiscal Impact								
Net Fiscal Surplus/(Deficit) (2016\$)		<i>n</i>	(\$7,000)	\$580,000	\$984,000	\$1,932,000	\$2,517,000	\$2,889,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution)		<i>o = n - m</i>	(\$25,854)	\$338,711	\$677,719	\$1,453,599	\$1,951,115	\$2,260,736
San Joaquin County								
EIFD Allocation								
Estimated EIFD Allocation (Real \$)	34%	<i>p</i>	\$286,058	\$1,982,635	\$3,436,577	\$7,695,693	\$13,850,923	\$21,470,961
Discount Factor		<i>q</i>	1.13	1.30	1.51	2.03	2.73	3.67
Estimated EIFD Allocation (Current 2016\$)		<i>r = p / q</i>	\$254,159	\$1,519,525	\$2,271,982	\$3,785,771	\$5,070,060	\$5,848,084
Net Fiscal Impact								
Net Fiscal Surplus/(Deficit) (2016\$)		<i>s</i>	\$1,124,000	\$3,313,000	\$7,176,000	\$11,520,000	\$13,944,000	\$15,452,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution)		<i>t = s - r</i>	\$869,841	\$1,793,475	\$4,904,018	\$7,734,229	\$8,873,940	\$9,603,916

fiscal

Source: EPS.

[1] Assumed percentage of tax increment allocated to EIFD.

Table 4
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Analysis Assumptions

Item	Jurisdiction						Unincorporated San Joaquin County
	Lathrop		Manteca		Stockton		
	Existing City	Annexation Areas	Existing City	Annexation Areas	Existing City	Annexation Areas	
Tax Increment [1]							
City General Fund Allocation [2]	13.20%	5.14%	14.33%	6.63%	16.83%	7.23%	NA
Initial Percentage Of City Tax Increment to EIFD	34.00%	34.00%	34.00%	34.00%	34.00%	34.00%	NA
Percentage of City Tax Increment to EIFD beginning FY ending 2026	28.00%	28.00%	28.00%	28.00%	28.00%	28.00%	NA
County General Fund Allocation [2]	17.65%	20.55%	19.81%	26.51%	20.50%	28.93%	21.26%
Initial Percentage Of County Tax Increment to EIFD	34.00%	34.00%	34.00%	34.00%	34.00%	34.00%	34.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2026	28.00%	28.00%	28.00%	28.00%	28.00%	28.00%	28.00%
Assessed Value per Dwelling Unit (2016\$)							
Owner-Occupied Residential							
Low Density Residential	\$450,000	\$450,000	\$450,000	\$450,000	\$325,000	\$325,000	NA
Medium Density Residential	\$425,000	\$425,000	NA	NA	NA	NA	NA
Variable Density Residential	\$425,000	\$425,000	NA	NA	NA	NA	NA
Renter Occupied Residential							
Variable Density Residential Flex	\$180,000	\$180,000	N/A	N/A	N/A	N/A	NA
High Density Residential	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	NA
Residential/Mixed Use	\$180,000	\$180,000	N/A	N/A	N/A	N/A	NA
Assessed Value per Nonresidential Building Sq. Ft. (2016\$)							
Retail	\$200	\$200	\$200	\$200	200	200	NA
Service Commercial	\$200	\$200	NA	NA	NA	NA	NA
Office	\$150	\$150	NA	NA	NA	NA	NA
Industrial	\$85	\$85	\$85	\$85	NA	NA	NA
Light Industrial/R&D Flex	\$85	\$85	NA	NA	NA	NA	NA
AV Annual Growth							
Existing AV Growth [3]	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
New Development Annual Sales Price Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%

assumps

Source: The Gregory Group; San Joaquin County; Costar; Colliers, International; CBRE; San Joaquin County Auditor-Controller; LWA; EPS.

[1] This Analysis assumed an EIFD will be formed in fiscal year 2018-19.

[2] Refer to Table E-2 for details pertaining to property tax allocations for existing City and unincorporated areas.

Refer to Table E-4, Table E-5, and Table E-3 for additional details pertaining to the calculation of property tax allocations for annexation areas.

[3] Assumes 2 percent annual growth plus an additional 1 percent to account for annual turnover)

Table 5
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Lathrop (Real \$)

Lathrop

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 6	Table 7		Table 6	Table 7				
2017	\$3,047,137	\$0	\$3,047,137	\$4,074,625	\$0	\$4,074,625	\$0	\$0	\$0
2018	\$3,138,551	\$0	\$3,138,551	\$4,196,864	\$0	\$4,196,864	\$0	\$0	\$0
2019	\$3,441,641	\$27,642	\$3,469,283	\$4,602,155	\$110,570	\$4,712,725	\$0	\$0	\$0
2020	\$3,651,818	\$46,981	\$3,698,799	\$4,883,204	\$187,924	\$5,071,129	\$118,236	\$184,632	\$302,868
2021	\$3,872,562	\$67,464	\$3,940,025	\$5,178,382	\$269,855	\$5,448,237	\$242,504	\$378,900	\$621,404
2022	\$4,078,648	\$75,006	\$4,153,654	\$5,453,960	\$300,024	\$5,753,984	\$352,555	\$536,406	\$888,961
2023	\$4,294,667	\$82,949	\$4,377,616	\$5,742,820	\$331,795	\$6,074,615	\$467,929	\$701,580	\$1,169,509
2024	\$4,521,029	\$91,309	\$4,612,338	\$6,045,512	\$365,236	\$6,410,748	\$588,847	\$874,739	\$1,463,586
2025	\$4,758,161	\$100,105	\$4,858,266	\$6,362,604	\$400,419	\$6,763,023	\$715,537	\$1,056,214	\$1,771,751
2026	\$5,006,506	\$109,354	\$5,115,860	\$6,694,690	\$437,417	\$7,132,107	\$848,237	\$1,246,348	\$2,094,585
2027	\$5,582,065	\$120,054	\$5,702,118	\$7,464,326	\$480,216	\$7,944,542	\$868,325	\$1,256,818	\$2,125,142
2028	\$6,037,594	\$123,423	\$6,161,017	\$8,073,459	\$493,693	\$8,567,153	\$1,046,786	\$1,498,944	\$2,545,730
2029	\$6,516,299	\$126,894	\$6,643,193	\$8,713,582	\$507,575	\$9,221,158	\$1,234,298	\$1,753,279	\$2,987,578
2030	\$7,019,159	\$130,468	\$7,149,628	\$9,386,007	\$521,874	\$9,907,880	\$1,431,245	\$2,020,338	\$3,451,583
2031	\$7,547,194	\$134,150	\$7,681,344	\$10,092,094	\$536,601	\$10,628,695	\$1,638,024	\$2,300,655	\$3,938,679
2032	\$7,849,582	\$137,943	\$7,987,525	\$10,496,447	\$551,771	\$11,048,217	\$1,757,094	\$2,463,802	\$4,220,896
2033	\$8,164,189	\$141,849	\$8,306,037	\$10,917,137	\$567,395	\$11,484,532	\$1,880,960	\$2,633,481	\$4,514,441
2034	\$8,491,474	\$145,872	\$8,637,346	\$11,354,783	\$583,488	\$11,938,271	\$2,009,802	\$2,809,934	\$4,819,737
2035	\$8,831,916	\$150,016	\$8,981,932	\$11,810,021	\$600,064	\$12,410,085	\$2,143,808	\$2,993,418	\$5,137,225
2036	\$9,186,009	\$154,284	\$9,340,293	\$12,283,514	\$617,137	\$12,900,651	\$2,283,171	\$3,184,193	\$5,467,364
2037	\$9,649,916	\$158,681	\$9,808,597	\$12,903,849	\$634,722	\$13,538,572	\$2,465,289	\$3,432,274	\$5,897,562
2038	\$10,134,257	\$163,209	\$10,297,466	\$13,551,509	\$652,835	\$14,204,344	\$2,655,404	\$3,691,185	\$6,346,590
2039	\$10,639,841	\$167,873	\$10,807,714	\$14,227,575	\$671,491	\$14,899,066	\$2,853,834	\$3,961,355	\$6,815,189
2040	\$11,167,506	\$172,677	\$11,340,183	\$14,933,168	\$690,707	\$15,623,876	\$3,060,906	\$4,243,225	\$7,304,131
2041	\$11,718,123	\$177,625	\$11,895,748	\$15,669,452	\$710,500	\$16,379,952	\$3,276,959	\$4,537,255	\$7,814,213
2042	\$12,240,141	\$184,425	\$12,424,566	\$16,367,493	\$737,700	\$17,105,194	\$3,482,610	\$4,819,293	\$8,301,903
2043	\$12,783,801	\$191,480	\$12,975,281	\$17,094,474	\$765,922	\$17,860,396	\$3,696,777	\$5,112,983	\$8,809,760
2044	\$13,349,932	\$198,800	\$13,548,732	\$17,851,503	\$795,200	\$18,646,703	\$3,919,786	\$5,418,769	\$9,338,555
2045	\$13,939,392	\$206,393	\$14,145,785	\$18,639,729	\$825,573	\$19,465,302	\$4,151,973	\$5,737,113	\$9,889,086
2046	\$14,553,073	\$214,270	\$14,767,343	\$19,460,341	\$857,082	\$20,317,422	\$4,393,690	\$6,068,493	\$10,462,183
2047	\$15,191,896	\$222,441	\$15,414,337	\$20,314,574	\$889,765	\$21,204,339	\$4,645,299	\$6,413,405	\$11,058,704
2048	\$15,856,818	\$230,916	\$16,087,734	\$21,203,706	\$923,666	\$22,127,372	\$4,907,175	\$6,772,363	\$11,679,538
2049	\$16,548,829	\$239,707	\$16,788,536	\$22,129,063	\$958,828	\$23,087,891	\$5,179,710	\$7,145,898	\$12,325,608
2050	\$17,268,958	\$248,824	\$17,517,782	\$23,092,018	\$995,297	\$24,087,315	\$5,463,305	\$7,534,563	\$12,997,868
2051	\$18,018,268	\$258,279	\$18,276,548	\$24,093,994	\$1,033,118	\$25,127,112	\$5,758,381	\$7,938,928	\$13,697,309
2052	\$18,797,862	\$268,085	\$19,065,947	\$25,136,465	\$1,072,341	\$26,208,806	\$6,065,369	\$8,359,587	\$14,424,956
2053	\$19,608,882	\$278,254	\$19,887,136	\$26,220,960	\$1,113,015	\$27,333,975	\$6,384,720	\$8,797,153	\$15,181,873
2054	\$20,452,512	\$288,798	\$20,741,310	\$27,349,061	\$1,155,192	\$28,504,253	\$6,716,900	\$9,252,261	\$15,969,160
2055	\$21,329,980	\$299,732	\$21,629,712	\$28,522,409	\$1,198,927	\$29,721,336	\$7,062,389	\$9,725,571	\$16,787,960
2056	\$22,242,556	\$311,068	\$22,553,624	\$29,742,703	\$1,244,273	\$30,986,977	\$7,421,688	\$10,217,764	\$17,639,453
2057	\$23,191,557	\$322,822	\$23,514,379	\$31,011,705	\$1,291,289	\$32,302,995	\$7,795,315	\$10,729,549	\$18,524,864
2058	\$24,178,346	\$335,009	\$24,513,355	\$32,331,239	\$1,340,034	\$33,671,273	\$8,183,806	\$11,261,657	\$19,445,463
2059	\$25,204,338	\$347,642	\$25,551,981	\$33,703,193	\$1,390,570	\$35,093,763	\$8,587,716	\$11,814,848	\$20,402,564
2060	\$26,270,996	\$360,740	\$26,631,736	\$35,129,526	\$1,442,959	\$36,572,486	\$9,007,621	\$12,389,907	\$21,397,528
2061	\$27,379,837	\$374,317	\$27,754,155	\$36,612,267	\$1,497,268	\$38,109,535	\$9,444,117	\$12,987,648	\$22,431,765
TOTAL	\$546,753,817	\$8,187,832	\$554,941,649	\$731,118,165	\$32,751,329	\$763,869,494	\$156,208,092	\$216,256,730	\$372,464,822

proj lath

Source: EPS.

[1] Includes property tax revenue from parcels within the RD 17 boundary only.

Table 6
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Existing City Boundaries (Real \$)

Lathrop
Existing City

Fiscal Year	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*13.20%	d	e=c-d	f=b*17.65%	g	h=f-g	i=d+g
2017	\$2,308,244,724	\$23,082,447	\$3,047,137	\$0	\$3,047,137	\$4,074,625	\$0	\$4,074,625	\$0
2018	\$2,377,492,066	\$23,774,921	\$3,138,551	\$0	\$3,138,551	\$4,196,864	\$0	\$4,196,864	\$0
2019	\$2,607,086,558	\$26,070,866	\$3,441,641	\$0	\$3,441,641	\$4,602,155	\$0	\$4,602,155	\$0
2020	\$2,848,316,976	\$28,483,170	\$3,760,091	\$108,273	\$3,651,818	\$5,027,987	\$144,783	\$4,883,204	\$253,056
2021	\$3,101,674,842	\$31,016,748	\$4,094,552	\$221,990	\$3,872,562	\$5,475,226	\$296,844	\$5,178,382	\$518,834
2022	\$3,338,209,332	\$33,382,093	\$4,406,803	\$328,155	\$4,078,648	\$5,892,769	\$438,809	\$5,453,960	\$766,964
2023	\$3,586,144,384	\$35,861,444	\$4,734,105	\$439,438	\$4,294,667	\$6,330,436	\$587,615	\$5,742,820	\$1,027,053
2024	\$3,845,951,151	\$38,459,512	\$5,077,078	\$556,049	\$4,521,029	\$6,789,059	\$743,547	\$6,045,512	\$1,299,596
2025	\$4,118,118,794	\$41,181,188	\$5,436,369	\$678,208	\$4,758,161	\$7,269,503	\$906,898	\$6,362,604	\$1,585,106
2026	\$4,403,155,139	\$44,031,551	\$5,812,648	\$806,143	\$5,006,506	\$7,772,662	\$1,077,972	\$6,694,690	\$1,884,115
2027	\$4,859,028,672	\$48,590,287	\$6,414,452	\$832,387	\$5,582,065	\$8,577,393	\$1,113,066	\$7,464,326	\$1,945,453
2028	\$5,338,291,776	\$53,382,918	\$7,047,132	\$1,009,537	\$6,037,594	\$9,423,411	\$1,349,952	\$8,073,459	\$2,359,489
2029	\$5,841,937,541	\$58,419,375	\$7,711,999	\$1,195,700	\$6,516,299	\$10,312,471	\$1,598,888	\$8,713,582	\$2,794,589
2030	\$6,370,997,589	\$63,709,976	\$8,410,417	\$1,391,257	\$7,019,159	\$11,246,393	\$1,860,387	\$9,386,007	\$3,251,644
2031	\$6,926,543,497	\$69,265,435	\$9,143,798	\$1,596,604	\$7,547,194	\$12,227,070	\$2,134,976	\$10,092,094	\$3,731,580
2032	\$7,244,686,373	\$72,446,864	\$9,563,782	\$1,714,200	\$7,849,582	\$12,788,671	\$2,292,224	\$10,496,447	\$4,006,424
2033	\$7,575,683,932	\$75,756,839	\$10,000,735	\$1,836,546	\$8,164,189	\$13,372,964	\$2,455,826	\$10,917,137	\$4,292,373
2034	\$7,920,021,127	\$79,200,211	\$10,455,298	\$1,963,824	\$8,491,474	\$13,980,804	\$2,626,022	\$11,354,783	\$4,589,846
2035	\$8,278,200,438	\$82,782,004	\$10,928,134	\$2,096,218	\$8,831,916	\$14,613,080	\$2,803,059	\$11,810,021	\$4,899,277
2036	\$8,650,742,489	\$86,507,425	\$11,419,930	\$2,233,921	\$9,186,009	\$15,270,709	\$2,987,195	\$12,283,514	\$5,221,116
2037	\$9,138,819,265	\$91,388,193	\$12,064,245	\$2,414,329	\$9,649,916	\$16,132,286	\$3,228,437	\$12,903,849	\$5,642,766
2038	\$9,648,394,979	\$96,483,950	\$12,736,941	\$2,602,684	\$10,134,257	\$17,031,814	\$3,480,304	\$13,551,509	\$6,082,988
2039	\$10,180,320,299	\$101,803,203	\$13,439,141	\$2,799,300	\$10,639,841	\$17,970,794	\$3,743,219	\$14,227,575	\$6,542,519
2040	\$10,735,477,582	\$107,354,776	\$14,172,010	\$3,004,503	\$11,167,506	\$18,950,784	\$4,017,616	\$14,933,168	\$7,022,119
2041	\$11,314,782,014	\$113,147,820	\$14,936,755	\$3,218,632	\$11,718,123	\$19,973,401	\$4,303,949	\$15,669,452	\$7,522,581
2042	\$11,863,997,559	\$118,639,976	\$15,661,780	\$3,421,639	\$12,240,141	\$20,942,903	\$4,575,409	\$16,367,493	\$7,997,048
2043	\$12,435,982,733	\$124,359,827	\$16,416,863	\$3,633,062	\$12,783,801	\$21,952,598	\$4,858,124	\$17,094,474	\$8,491,186
2044	\$13,031,609,420	\$130,316,094	\$17,203,156	\$3,853,224	\$13,349,932	\$23,004,027	\$5,152,524	\$17,851,503	\$9,005,748
2045	\$13,651,781,324	\$136,517,813	\$18,021,851	\$4,082,459	\$13,939,392	\$24,098,785	\$5,459,056	\$18,639,729	\$9,541,515
2046	\$14,297,435,093	\$142,974,351	\$18,874,185	\$4,321,112	\$14,553,073	\$25,238,524	\$5,778,183	\$19,460,341	\$10,099,296
2047	\$14,969,541,485	\$149,695,415	\$19,761,439	\$4,569,544	\$15,191,896	\$26,424,959	\$6,110,385	\$20,314,574	\$10,679,929
2048	\$15,669,106,570	\$156,691,066	\$20,684,942	\$4,828,124	\$15,856,818	\$27,659,865	\$6,456,159	\$21,203,706	\$11,284,283
2049	\$16,397,172,972	\$163,971,730	\$21,646,070	\$5,097,240	\$16,548,829	\$28,945,083	\$6,816,020	\$22,129,063	\$11,913,260
2050	\$17,154,821,162	\$171,548,212	\$22,646,248	\$5,377,290	\$17,268,958	\$30,282,520	\$7,190,502	\$23,092,018	\$12,567,792
2051	\$17,943,170,788	\$179,431,708	\$23,686,956	\$5,668,688	\$18,018,268	\$31,674,153	\$7,580,159	\$24,093,994	\$13,248,848
2052	\$18,763,382,052	\$187,633,821	\$24,769,725	\$5,971,864	\$18,797,862	\$33,122,030	\$7,985,565	\$25,136,465	\$13,957,429
2053	\$19,616,657,138	\$196,166,571	\$25,896,142	\$6,287,260	\$19,608,882	\$34,628,272	\$8,407,313	\$26,220,960	\$14,694,573
2054	\$20,504,241,686	\$205,042,417	\$27,067,851	\$6,615,339	\$20,452,512	\$36,195,079	\$8,846,019	\$27,349,061	\$15,461,358
2055	\$21,427,426,316	\$214,274,263	\$28,286,557	\$6,956,576	\$21,329,980	\$37,824,730	\$9,302,321	\$28,522,409	\$16,258,897
2056	\$22,387,548,205	\$223,875,482	\$29,554,023	\$7,311,467	\$22,242,556	\$39,519,583	\$9,776,880	\$29,742,703	\$17,088,347
2057	\$23,385,992,725	\$233,859,927	\$30,872,079	\$7,680,523	\$23,191,557	\$41,282,086	\$10,270,381	\$31,011,705	\$17,950,903
2058	\$24,424,195,122	\$244,241,951	\$32,242,621	\$8,064,274	\$24,178,346	\$43,114,771	\$10,783,532	\$32,331,239	\$18,847,807
2059	\$25,503,642,269	\$255,036,423	\$33,667,609	\$8,463,271	\$25,204,338	\$45,020,263	\$11,317,070	\$33,703,193	\$19,780,341
2060	\$26,625,874,470	\$266,258,745	\$35,149,079	\$8,878,083	\$26,270,996	\$47,001,282	\$11,871,755	\$35,129,526	\$20,749,838
2061	\$27,792,487,324	\$277,924,873	\$36,689,136	\$9,309,299	\$27,379,837	\$49,060,643	\$12,448,377	\$36,612,267	\$21,757,675

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.

[2] Refer to Table A-2 for details.

Table 7
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area (Real \$)

Lathrop
Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*5.14%	d	e=c-d	f=b*20.55%	g	h=f-g	d+g
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$53,805,455	\$538,055	\$27,642	\$0	\$27,642	\$110,570	\$0	\$110,570	\$0
2020	\$110,839,238	\$1,108,392	\$56,943	\$9,962	\$46,981	\$227,774	\$39,849	\$187,924	\$49,812
2021	\$171,246,622	\$1,712,466	\$87,978	\$20,514	\$67,464	\$351,911	\$82,056	\$269,855	\$102,570
2022	\$193,490,790	\$1,934,908	\$99,406	\$24,399	\$75,006	\$397,622	\$97,598	\$300,024	\$121,997
2023	\$216,915,486	\$2,169,155	\$111,440	\$28,491	\$82,949	\$445,760	\$113,965	\$331,795	\$142,456
2024	\$241,571,521	\$2,415,715	\$124,107	\$32,798	\$91,309	\$496,428	\$131,192	\$365,236	\$163,990
2025	\$267,511,696	\$2,675,117	\$137,434	\$37,329	\$100,105	\$549,735	\$149,316	\$400,419	\$186,645
2026	\$294,790,866	\$2,947,909	\$151,448	\$42,094	\$109,354	\$605,793	\$168,376	\$437,417	\$210,470
2027	\$303,634,592	\$3,036,346	\$155,992	\$35,938	\$120,054	\$623,967	\$143,751	\$480,216	\$179,689
2028	\$312,743,629	\$3,127,436	\$160,671	\$37,248	\$123,423	\$642,686	\$148,992	\$493,693	\$186,241
2029	\$322,125,938	\$3,221,259	\$165,492	\$38,598	\$126,894	\$661,966	\$154,391	\$507,575	\$192,989
2030	\$331,789,716	\$3,317,897	\$170,456	\$39,988	\$130,468	\$681,825	\$159,952	\$521,874	\$199,939
2031	\$341,743,408	\$3,417,434	\$175,570	\$41,420	\$134,150	\$702,280	\$165,679	\$536,601	\$207,099
2032	\$351,995,710	\$3,519,957	\$180,837	\$42,895	\$137,943	\$723,349	\$171,578	\$551,771	\$214,473
2033	\$362,555,581	\$3,625,556	\$186,262	\$44,414	\$141,849	\$745,049	\$177,654	\$567,395	\$222,068
2034	\$373,432,249	\$3,734,322	\$191,850	\$45,978	\$145,872	\$767,401	\$183,913	\$583,488	\$229,891
2035	\$384,635,216	\$3,846,352	\$197,606	\$47,590	\$150,016	\$790,423	\$190,359	\$600,064	\$237,948
2036	\$396,174,273	\$3,961,743	\$203,534	\$49,250	\$154,284	\$814,135	\$196,998	\$617,137	\$246,248
2037	\$408,059,501	\$4,080,595	\$209,640	\$50,959	\$158,681	\$838,559	\$203,837	\$634,722	\$254,796
2038	\$420,301,286	\$4,203,013	\$215,929	\$52,720	\$163,209	\$863,716	\$210,881	\$652,835	\$263,601
2039	\$432,910,325	\$4,329,103	\$222,407	\$54,534	\$167,873	\$889,628	\$218,136	\$671,491	\$272,670
2040	\$445,897,634	\$4,458,976	\$229,079	\$56,402	\$172,677	\$916,316	\$225,609	\$690,707	\$282,011
2041	\$459,274,563	\$4,592,746	\$235,951	\$58,327	\$177,625	\$943,806	\$233,306	\$710,500	\$291,633
2042	\$477,658,423	\$4,776,584	\$245,396	\$60,971	\$184,425	\$981,585	\$243,884	\$737,700	\$304,855
2043	\$496,731,967	\$4,967,320	\$255,195	\$63,715	\$191,480	\$1,020,781	\$254,859	\$765,922	\$318,574
2044	\$516,520,032	\$5,165,200	\$265,361	\$66,561	\$198,800	\$1,061,445	\$266,245	\$795,200	\$332,806
2045	\$537,048,321	\$5,370,483	\$275,908	\$69,514	\$206,393	\$1,103,630	\$278,057	\$825,573	\$347,571
2046	\$558,343,440	\$5,583,434	\$286,848	\$72,578	\$214,270	\$1,147,392	\$290,310	\$857,082	\$362,888
2047	\$580,432,922	\$5,804,329	\$298,196	\$75,755	\$222,441	\$1,192,785	\$303,020	\$889,765	\$378,775
2048	\$603,345,264	\$6,033,453	\$309,968	\$79,051	\$230,916	\$1,239,870	\$316,204	\$923,666	\$395,255
2049	\$627,109,957	\$6,271,100	\$322,177	\$82,470	\$239,707	\$1,288,706	\$329,878	\$958,828	\$412,348
2050	\$651,757,521	\$6,517,575	\$334,839	\$86,015	\$248,824	\$1,339,357	\$344,060	\$995,297	\$430,075
2051	\$677,319,540	\$6,773,195	\$347,972	\$89,692	\$258,279	\$1,391,887	\$358,769	\$1,033,118	\$448,461
2052	\$703,828,698	\$7,038,287	\$361,591	\$93,506	\$268,085	\$1,446,363	\$374,022	\$1,072,341	\$467,528
2053	\$731,318,818	\$7,313,188	\$375,714	\$97,460	\$278,254	\$1,502,855	\$389,840	\$1,113,015	\$487,300
2054	\$759,824,899	\$7,598,249	\$390,359	\$101,561	\$288,798	\$1,561,435	\$406,242	\$1,155,192	\$507,803
2055	\$789,383,159	\$7,893,832	\$405,544	\$105,812	\$299,732	\$1,622,177	\$423,250	\$1,198,927	\$529,062
2056	\$820,031,071	\$8,200,311	\$421,289	\$110,221	\$311,068	\$1,685,158	\$440,885	\$1,244,273	\$551,106
2057	\$851,807,413	\$8,518,074	\$437,614	\$114,792	\$322,822	\$1,750,458	\$459,169	\$1,291,289	\$573,961
2058	\$884,752,308	\$8,847,523	\$454,540	\$119,531	\$335,009	\$1,818,159	\$478,125	\$1,340,034	\$597,656
2059	\$918,907,270	\$9,189,073	\$472,087	\$124,444	\$347,642	\$1,888,348	\$497,778	\$1,390,570	\$622,222
2060	\$954,315,253	\$9,543,153	\$490,278	\$129,538	\$360,740	\$1,961,111	\$518,151	\$1,442,959	\$647,689
2061	\$991,020,698	\$9,910,207	\$509,135	\$134,818	\$374,317	\$2,036,540	\$539,272	\$1,497,268	\$674,090

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.

[2] Refer to Table A-3 for details.

Manteca

Table 8
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Manteca (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 9	Table 10		Table 9	Table 10				
2017	\$753,559	\$0	\$753,559	\$1,041,446	\$0	\$1,041,446	\$0	\$0	\$0
2018	\$776,165	\$0	\$776,165	\$1,072,689	\$0	\$1,072,689	\$0	\$0	\$0
2019	\$854,189	\$23,861	\$878,050	\$1,180,521	\$95,446	\$1,275,966	\$0	\$0	\$0
2020	\$908,313	\$36,145	\$944,458	\$1,255,322	\$144,581	\$1,399,903	\$34,210	\$63,846	\$98,057
2021	\$998,809	\$36,986	\$1,035,796	\$1,380,392	\$147,945	\$1,528,337	\$81,263	\$130,009	\$211,272
2022	\$1,075,329	\$37,852	\$1,113,182	\$1,486,145	\$151,410	\$1,637,555	\$121,128	\$186,273	\$307,401
2023	\$1,182,233	\$38,745	\$1,220,978	\$1,633,890	\$154,979	\$1,788,868	\$176,660	\$264,222	\$440,882
2024	\$1,312,016	\$39,664	\$1,351,679	\$1,813,254	\$158,654	\$1,971,909	\$243,991	\$358,516	\$602,507
2025	\$1,461,760	\$40,610	\$1,502,370	\$2,020,207	\$162,441	\$2,182,648	\$321,619	\$467,078	\$788,698
2026	\$1,573,916	\$41,585	\$1,615,501	\$2,175,210	\$166,340	\$2,341,551	\$379,899	\$548,937	\$928,836
2027	\$1,751,039	\$44,292	\$1,795,330	\$2,420,000	\$177,167	\$2,597,168	\$356,720	\$513,800	\$870,521
2028	\$1,868,173	\$45,420	\$1,913,593	\$2,581,884	\$181,680	\$2,763,565	\$402,711	\$578,511	\$981,222
2029	\$1,990,975	\$46,582	\$2,037,557	\$2,751,601	\$186,329	\$2,937,930	\$450,919	\$646,319	\$1,097,238
2030	\$2,119,678	\$47,779	\$2,167,458	\$2,929,474	\$191,117	\$3,120,591	\$501,436	\$717,354	\$1,218,790
2031	\$2,308,277	\$49,012	\$2,357,289	\$3,190,125	\$196,049	\$3,386,174	\$575,260	\$820,636	\$1,395,896
2032	\$2,444,305	\$50,282	\$2,494,587	\$3,378,120	\$201,129	\$3,579,249	\$628,653	\$895,721	\$1,524,374
2033	\$2,603,191	\$51,590	\$2,654,781	\$3,597,707	\$206,361	\$3,804,068	\$690,951	\$983,150	\$1,674,101
2034	\$2,765,788	\$52,937	\$2,818,726	\$3,822,422	\$211,750	\$4,034,172	\$754,707	\$1,072,636	\$1,827,343
2035	\$2,876,722	\$54,325	\$2,931,048	\$3,975,737	\$217,300	\$4,193,038	\$798,388	\$1,134,417	\$1,932,805
2036	\$3,046,281	\$72,935	\$3,119,216	\$4,210,074	\$291,739	\$4,501,813	\$871,564	\$1,254,496	\$2,126,060
2037	\$3,283,324	\$92,103	\$3,375,426	\$4,537,676	\$368,410	\$4,906,086	\$971,202	\$1,411,713	\$2,382,915
2038	\$3,536,749	\$111,845	\$3,648,594	\$4,887,918	\$447,382	\$5,335,300	\$1,077,434	\$1,578,630	\$2,656,063
2039	\$3,797,812	\$132,181	\$3,929,993	\$5,248,718	\$528,722	\$5,777,440	\$1,186,867	\$1,750,573	\$2,937,440
2040	\$4,071,572	\$153,126	\$4,224,698	\$5,627,064	\$612,503	\$6,239,567	\$1,301,474	\$1,930,289	\$3,231,763
2041	\$4,358,555	\$174,699	\$4,533,254	\$6,023,685	\$698,797	\$6,722,482	\$1,421,468	\$2,118,090	\$3,539,558
2042	\$4,659,307	\$196,920	\$4,856,227	\$6,439,336	\$787,681	\$7,227,016	\$1,547,069	\$2,314,297	\$3,861,366
2043	\$4,974,397	\$219,808	\$5,194,205	\$6,874,802	\$879,230	\$7,754,032	\$1,678,505	\$2,519,248	\$4,197,752
2044	\$5,304,415	\$243,382	\$5,547,796	\$7,330,898	\$973,526	\$8,304,425	\$1,816,012	\$2,733,289	\$4,549,302
2045	\$5,586,669	\$267,663	\$5,854,331	\$7,720,984	\$1,070,651	\$8,791,635	\$1,935,220	\$2,922,760	\$4,857,980
2046	\$5,834,638	\$292,672	\$6,127,311	\$8,063,687	\$1,170,690	\$9,234,377	\$2,041,379	\$3,094,937	\$5,136,317
2047	\$6,092,673	\$318,432	\$6,411,106	\$8,420,301	\$1,273,730	\$9,694,031	\$2,151,744	\$3,273,692	\$5,425,436
2048	\$6,361,154	\$344,965	\$6,706,120	\$8,791,352	\$1,379,861	\$10,171,213	\$2,266,471	\$3,459,263	\$5,725,734
2049	\$6,640,476	\$368,214	\$7,008,690	\$9,177,385	\$1,472,855	\$10,650,240	\$2,384,138	\$3,645,551	\$6,029,689
2050	\$6,885,477	\$379,060	\$7,264,536	\$9,515,985	\$1,516,239	\$11,032,223	\$2,483,633	\$3,794,100	\$6,277,733
2051	\$7,084,866	\$390,231	\$7,475,097	\$9,791,548	\$1,560,924	\$11,352,472	\$2,565,518	\$3,918,641	\$6,484,159
2052	\$7,290,236	\$401,738	\$7,691,974	\$10,075,378	\$1,606,950	\$11,682,328	\$2,649,859	\$4,046,918	\$6,696,778
2053	\$7,501,768	\$413,589	\$7,915,358	\$10,367,723	\$1,654,357	\$12,022,080	\$2,736,731	\$4,179,044	\$6,915,775
2054	\$7,719,646	\$425,796	\$8,145,443	\$10,668,838	\$1,703,186	\$12,372,024	\$2,826,208	\$4,315,134	\$7,141,342
2055	\$7,944,060	\$438,370	\$8,382,430	\$10,978,987	\$1,753,480	\$12,732,467	\$2,918,370	\$4,455,306	\$7,373,676
2056	\$8,175,207	\$451,321	\$8,626,528	\$11,298,440	\$1,805,282	\$13,103,723	\$3,013,297	\$4,599,683	\$7,612,980
2057	\$8,413,288	\$464,660	\$8,877,948	\$11,627,477	\$1,858,639	\$13,486,116	\$3,111,071	\$4,748,392	\$7,859,463
2058	\$8,658,512	\$478,399	\$9,136,911	\$11,966,385	\$1,913,596	\$13,879,981	\$3,211,779	\$4,901,561	\$8,113,341
2059	\$8,911,092	\$492,551	\$9,403,642	\$12,315,460	\$1,970,203	\$14,285,663	\$3,315,508	\$5,059,326	\$8,374,834
2060	\$9,171,249	\$507,127	\$9,678,376	\$12,675,008	\$2,028,507	\$14,703,515	\$3,422,349	\$5,221,824	\$8,644,173
2061	\$9,439,212	\$522,140	\$9,961,352	\$13,045,342	\$2,088,560	\$15,133,902	\$3,532,395	\$5,389,197	\$8,921,592
TOTAL	\$196,367,073	\$9,091,594	\$205,458,667	\$271,386,599	\$36,366,377	\$307,752,976	\$64,955,783	\$98,017,381	\$162,973,163

Source: EPS.

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[1] Includes property tax revenue from parcels within the RD 17 boundary only.

Table 9
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Existing City Boundaries (Real \$)

Manteca Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*14.33%	d	e=c-d	f=b*19.81%	g	h=f-g	d+g
2017	\$525,776,893	\$5,257,769	\$753,559	\$0	\$753,559	\$1,041,446	\$0	\$1,041,446	\$0
2018	\$541,550,200	\$5,415,502	\$776,165	\$0	\$776,165	\$1,072,689	\$0	\$1,072,689	\$0
2019	\$595,989,106	\$5,959,891	\$854,189	\$0	\$854,189	\$1,180,521	\$0	\$1,180,521	\$0
2020	\$653,206,951	\$6,532,070	\$936,195	\$27,882	\$908,313	\$1,293,856	\$38,534	\$1,255,322	\$66,416
2021	\$748,876,300	\$7,488,763	\$1,073,311	\$74,502	\$998,809	\$1,483,356	\$102,964	\$1,380,392	\$177,466
2022	\$829,770,002	\$8,297,700	\$1,189,250	\$113,921	\$1,075,329	\$1,643,588	\$157,443	\$1,486,145	\$271,364
2023	\$942,784,162	\$9,427,842	\$1,351,225	\$168,992	\$1,182,233	\$1,867,444	\$233,554	\$1,633,890	\$402,546
2024	\$1,079,985,316	\$10,799,853	\$1,547,866	\$235,850	\$1,312,016	\$2,139,208	\$325,954	\$1,813,254	\$561,804
2025	\$1,238,289,154	\$12,382,892	\$1,774,752	\$312,991	\$1,461,760	\$2,452,773	\$432,566	\$2,020,207	\$745,557
2026	\$1,356,855,675	\$13,568,557	\$1,944,685	\$370,769	\$1,573,916	\$2,687,626	\$512,416	\$2,175,210	\$883,185
2027	\$1,465,093,144	\$14,650,931	\$2,099,814	\$348,775	\$1,751,039	\$2,902,020	\$482,020	\$2,420,000	\$830,795
2028	\$1,578,603,690	\$15,786,037	\$2,262,500	\$394,327	\$1,868,173	\$3,126,859	\$544,975	\$2,581,884	\$939,302
2029	\$1,697,606,285	\$16,976,063	\$2,433,058	\$442,083	\$1,990,975	\$3,362,577	\$610,976	\$2,751,601	\$1,053,059
2030	\$1,822,328,293	\$18,223,283	\$2,611,813	\$492,135	\$2,119,678	\$3,609,623	\$680,149	\$2,929,474	\$1,172,284
2031	\$2,005,092,340	\$20,050,923	\$2,873,756	\$565,479	\$2,308,277	\$3,971,638	\$781,513	\$3,190,125	\$1,346,992
2032	\$2,136,911,611	\$21,369,116	\$3,062,683	\$618,378	\$2,444,305	\$4,232,742	\$854,622	\$3,378,120	\$1,473,000
2033	\$2,290,882,520	\$22,908,825	\$3,283,359	\$680,168	\$2,603,191	\$4,537,724	\$940,017	\$3,597,707	\$1,620,184
2034	\$2,448,449,556	\$24,484,496	\$3,509,188	\$743,400	\$2,765,788	\$4,849,829	\$1,027,406	\$3,822,422	\$1,770,806
2035	\$2,555,951,704	\$25,559,517	\$3,663,263	\$786,541	\$2,876,722	\$5,062,766	\$1,087,029	\$3,975,737	\$1,873,570
2036	\$2,720,264,876	\$27,202,649	\$3,898,762	\$852,480	\$3,046,281	\$5,388,234	\$1,178,160	\$4,210,074	\$2,030,640
2037	\$2,949,973,944	\$29,499,739	\$4,227,987	\$944,664	\$3,283,324	\$5,843,236	\$1,305,560	\$4,537,676	\$2,250,224
2038	\$3,195,558,668	\$31,955,587	\$4,579,966	\$1,043,218	\$3,536,749	\$6,329,684	\$1,441,766	\$4,887,918	\$2,484,984
2039	\$3,448,545,907	\$34,485,459	\$4,942,555	\$1,144,743	\$3,797,812	\$6,830,795	\$1,582,077	\$5,248,718	\$2,726,819
2040	\$3,713,836,378	\$37,138,364	\$5,322,777	\$1,251,205	\$4,071,572	\$7,356,276	\$1,729,211	\$5,627,064	\$2,980,416
2041	\$3,991,940,587	\$39,919,406	\$5,721,364	\$1,362,809	\$4,358,555	\$7,907,138	\$1,883,453	\$6,023,685	\$3,246,262
2042	\$4,283,388,594	\$42,833,886	\$6,139,076	\$1,479,768	\$4,659,307	\$8,484,431	\$2,045,095	\$6,439,336	\$3,524,863
2043	\$4,588,730,736	\$45,887,307	\$6,576,701	\$1,602,303	\$4,974,397	\$9,089,245	\$2,214,443	\$6,874,802	\$3,816,746
2044	\$4,908,538,357	\$49,085,384	\$7,035,058	\$1,730,643	\$5,304,415	\$9,722,712	\$2,391,814	\$7,330,898	\$4,122,457
2045	\$5,182,060,111	\$51,820,601	\$7,427,077	\$1,840,409	\$5,586,669	\$10,264,497	\$2,543,513	\$7,720,984	\$4,383,922
2046	\$5,422,358,272	\$54,223,583	\$7,771,480	\$1,936,841	\$5,834,638	\$10,740,474	\$2,676,787	\$8,063,687	\$4,613,628
2047	\$5,672,410,470	\$56,724,105	\$8,129,862	\$2,037,188	\$6,092,673	\$11,235,771	\$2,815,470	\$8,420,301	\$4,852,659
2048	\$5,932,585,676	\$59,325,857	\$8,502,752	\$2,141,598	\$6,361,154	\$11,751,120	\$2,959,768	\$8,791,352	\$5,101,366
2049	\$6,203,266,226	\$62,032,662	\$8,890,699	\$2,250,223	\$6,640,476	\$12,287,277	\$3,109,892	\$9,177,385	\$5,360,115
2050	\$6,440,686,899	\$64,406,869	\$9,230,977	\$2,345,501	\$6,885,477	\$12,757,554	\$3,241,569	\$9,515,985	\$5,587,070
2051	\$6,633,907,506	\$66,339,075	\$9,507,907	\$2,423,041	\$7,084,866	\$13,140,281	\$3,348,733	\$9,791,548	\$5,771,774
2052	\$6,832,924,731	\$68,329,247	\$9,793,144	\$2,502,907	\$7,290,236	\$13,534,489	\$3,459,111	\$10,075,378	\$5,962,019
2053	\$7,037,912,473	\$70,379,125	\$10,086,938	\$2,585,170	\$7,501,768	\$13,940,524	\$3,572,801	\$10,367,723	\$6,157,971
2054	\$7,249,049,848	\$72,490,498	\$10,389,546	\$2,669,900	\$7,719,646	\$14,358,740	\$3,689,901	\$10,668,838	\$6,359,801
2055	\$7,466,521,343	\$74,665,213	\$10,701,233	\$2,757,172	\$7,944,060	\$14,789,502	\$3,810,515	\$10,978,987	\$6,567,687
2056	\$7,690,516,983	\$76,905,170	\$11,022,270	\$2,847,063	\$8,175,207	\$15,233,187	\$3,934,747	\$11,298,440	\$6,781,809
2057	\$7,921,232,493	\$79,212,325	\$11,352,938	\$2,939,650	\$8,413,288	\$15,690,182	\$4,062,705	\$11,627,477	\$7,002,355
2058	\$8,158,869,467	\$81,588,695	\$11,693,526	\$3,035,014	\$8,658,512	\$16,160,888	\$4,194,503	\$11,966,385	\$7,229,517
2059	\$8,403,635,552	\$84,036,356	\$12,044,332	\$3,133,240	\$8,911,092	\$16,645,715	\$4,330,254	\$12,315,460	\$7,463,494
2060	\$8,655,744,618	\$86,557,446	\$12,405,662	\$3,234,412	\$9,171,249	\$17,145,086	\$4,470,078	\$12,675,008	\$7,704,491
2061	\$8,915,416,957	\$89,154,170	\$12,777,832	\$3,338,620	\$9,439,212	\$17,659,439	\$4,614,097	\$13,045,342	\$7,952,717

Source: San Joaquin County; City of Manteca; LWA; EPS.

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[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.
 [2] Refer to Table B-2 for details.

Table 10
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real \$)

Manteca
Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*6.63%	d	e=c-d	f=b*26.51%	g	h=f-g	d+g
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$36,000,000	\$360,000	\$23,861	\$0	\$23,861	\$95,446	\$0	\$95,446	\$0
2020	\$64,080,000	\$640,800	\$42,473	\$6,328	\$36,145	\$169,893	\$25,312	\$144,581	\$31,640
2021	\$66,002,400	\$660,024	\$43,748	\$6,761	\$36,986	\$174,990	\$27,045	\$147,945	\$33,806
2022	\$67,982,472	\$679,825	\$45,060	\$7,208	\$37,852	\$180,240	\$28,830	\$151,410	\$36,038
2023	\$70,021,946	\$700,219	\$46,412	\$7,667	\$38,745	\$185,647	\$30,668	\$154,979	\$38,336
2024	\$72,122,605	\$721,226	\$47,804	\$8,141	\$39,664	\$191,217	\$32,562	\$158,654	\$40,703
2025	\$74,286,283	\$742,863	\$49,238	\$8,628	\$40,610	\$196,953	\$34,512	\$162,441	\$43,141
2026	\$76,514,871	\$765,149	\$50,715	\$9,130	\$41,585	\$202,862	\$36,521	\$166,340	\$45,652
2027	\$78,810,317	\$788,103	\$52,237	\$9,645	\$42,592	\$208,948	\$38,570	\$170,378	\$48,197
2028	\$81,174,627	\$811,746	\$53,804	\$10,172	\$43,632	\$215,216	\$40,624	\$174,592	\$50,756
2029	\$83,609,866	\$836,099	\$55,418	\$10,715	\$44,703	\$221,672	\$42,762	\$178,910	\$53,343
2030	\$86,118,162	\$861,182	\$57,081	\$11,271	\$45,810	\$228,323	\$44,917	\$183,406	\$56,000
2031	\$88,701,706	\$887,017	\$58,793	\$11,841	\$47,012	\$235,172	\$47,189	\$188,013	\$58,764
2032	\$91,362,758	\$913,628	\$60,557	\$12,424	\$48,133	\$242,227	\$49,512	\$192,715	\$61,591
2033	\$94,103,640	\$941,036	\$62,374	\$13,021	\$49,353	\$249,494	\$51,895	\$197,599	\$64,578
2034	\$96,926,750	\$969,267	\$64,245	\$13,631	\$50,614	\$256,979	\$54,329	\$202,650	\$67,619
2035	\$99,834,552	\$998,346	\$66,172	\$14,251	\$51,921	\$264,688	\$56,818	\$207,869	\$70,730
2036	\$138,829,589	\$1,388,296	\$92,019	\$19,084	\$72,935	\$368,075	\$76,336	\$291,739	\$95,420
2037	\$178,994,476	\$1,789,945	\$118,641	\$26,538	\$92,103	\$474,563	\$106,153	\$368,410	\$132,691
2038	\$220,364,311	\$2,203,643	\$146,061	\$34,216	\$111,845	\$584,246	\$136,864	\$447,382	\$171,080
2039	\$262,975,240	\$2,629,752	\$174,305	\$42,124	\$132,181	\$697,219	\$168,496	\$528,722	\$210,621
2040	\$306,864,497	\$3,068,645	\$203,395	\$50,269	\$153,126	\$813,581	\$201,078	\$612,503	\$251,347
2041	\$352,070,432	\$3,520,704	\$233,359	\$58,659	\$174,699	\$933,434	\$234,637	\$698,797	\$293,296
2042	\$398,632,545	\$3,986,325	\$264,221	\$67,301	\$196,920	\$1,056,883	\$269,202	\$787,681	\$336,503
2043	\$446,591,521	\$4,465,915	\$296,009	\$76,201	\$219,808	\$1,184,035	\$304,805	\$879,230	\$381,006
2044	\$495,989,267	\$4,959,893	\$328,750	\$85,369	\$243,382	\$1,315,002	\$341,476	\$973,526	\$426,845
2045	\$546,868,945	\$5,468,689	\$362,474	\$94,812	\$267,663	\$1,449,898	\$379,247	\$1,070,651	\$474,058
2046	\$599,275,013	\$5,992,750	\$397,210	\$104,538	\$292,672	\$1,588,840	\$418,151	\$1,170,690	\$522,688
2047	\$653,253,264	\$6,532,533	\$432,988	\$114,555	\$318,432	\$1,731,951	\$458,222	\$1,273,730	\$572,777
2048	\$708,850,862	\$7,088,509	\$469,839	\$124,874	\$344,965	\$1,879,356	\$499,495	\$1,379,861	\$624,368
2049	\$757,566,387	\$7,575,664	\$502,128	\$133,915	\$368,214	\$2,008,514	\$535,659	\$1,472,855	\$669,574
2050	\$780,293,379	\$7,802,934	\$517,192	\$138,133	\$379,060	\$2,068,769	\$552,531	\$1,516,239	\$690,663
2051	\$803,702,180	\$8,037,022	\$532,708	\$142,477	\$390,231	\$2,130,832	\$569,908	\$1,560,924	\$712,385
2052	\$827,813,246	\$8,278,132	\$548,689	\$146,952	\$401,738	\$2,194,757	\$587,807	\$1,606,950	\$734,759
2053	\$852,647,643	\$8,526,476	\$565,150	\$151,561	\$413,589	\$2,260,600	\$606,243	\$1,654,357	\$757,804
2054	\$878,227,073	\$8,782,271	\$582,104	\$156,308	\$425,796	\$2,328,418	\$625,232	\$1,703,186	\$781,540
2055	\$904,573,885	\$9,045,739	\$599,568	\$161,198	\$438,370	\$2,398,271	\$644,791	\$1,753,480	\$805,989
2056	\$931,711,101	\$9,317,111	\$617,555	\$166,234	\$451,321	\$2,470,219	\$664,936	\$1,805,282	\$831,171
2057	\$959,662,434	\$9,596,624	\$636,081	\$171,422	\$464,660	\$2,544,325	\$685,686	\$1,858,639	\$857,108
2058	\$988,452,307	\$9,884,523	\$655,164	\$176,765	\$478,399	\$2,620,655	\$707,059	\$1,913,596	\$883,823
2059	\$1,018,105,877	\$10,181,059	\$674,819	\$182,268	\$492,551	\$2,699,275	\$729,072	\$1,970,203	\$911,340
2060	\$1,048,649,053	\$10,486,491	\$695,063	\$187,936	\$507,127	\$2,780,253	\$751,746	\$2,028,507	\$939,682
2061	\$1,080,108,524	\$10,801,085	\$715,915	\$193,775	\$522,140	\$2,863,660	\$775,100	\$2,088,560	\$968,875

Source: San Joaquin County; City of Manteca; LWA; EPS.

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[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table B-3 for details.

Table 11
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Stockton (Real \$)

Stockton

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 12	Table 13		Table 12	Table 13				
2017	\$1,960,962	\$0	\$1,960,962	\$2,388,317	\$0	\$2,388,317	\$0	\$0	\$0
2018	\$2,019,790	\$0	\$2,019,790	\$2,459,967	\$0	\$2,459,967	\$0	\$0	\$0
2019	\$2,080,384	\$0	\$2,080,384	\$2,533,766	\$0	\$2,533,766	\$0	\$0	\$0
2020	\$2,121,576	\$0	\$2,121,576	\$2,583,935	\$0	\$2,583,935	\$21,220	\$25,844	\$47,064
2021	\$2,196,517	\$0	\$2,196,517	\$2,675,208	\$0	\$2,675,208	\$59,826	\$72,864	\$132,690
2022	\$2,309,922	\$0	\$2,309,922	\$2,813,327	\$0	\$2,813,327	\$118,247	\$144,017	\$262,263
2023	\$2,495,364	\$0	\$2,495,364	\$3,039,183	\$0	\$3,039,183	\$213,778	\$260,366	\$474,144
2024	\$2,591,366	\$0	\$2,591,366	\$3,156,107	\$0	\$3,156,107	\$263,233	\$320,600	\$583,833
2025	\$2,691,519	\$0	\$2,691,519	\$3,278,086	\$0	\$3,278,086	\$314,827	\$383,438	\$698,265
2026	\$2,780,889	\$0	\$2,780,889	\$3,386,934	\$0	\$3,386,934	\$360,866	\$439,511	\$800,377
2027	\$2,964,559	\$0	\$2,964,559	\$3,610,631	\$0	\$3,610,631	\$343,846	\$418,781	\$762,627
2028	\$3,089,711	\$3,604	\$3,093,315	\$3,763,057	\$14,415	\$3,777,472	\$393,917	\$483,664	\$877,581
2029	\$3,173,567	\$7,424	\$3,180,991	\$3,865,189	\$29,696	\$3,894,884	\$428,014	\$529,324	\$957,338
2030	\$3,260,199	\$11,470	\$3,271,669	\$3,970,700	\$45,880	\$4,016,580	\$463,277	\$576,650	\$1,039,927
2031	\$3,349,697	\$15,752	\$3,365,449	\$4,079,702	\$63,009	\$4,142,711	\$499,747	\$625,701	\$1,125,448
2032	\$3,442,154	\$20,281	\$3,462,435	\$4,192,309	\$81,124	\$4,273,433	\$537,464	\$676,537	\$1,214,001
2033	\$3,565,677	\$25,067	\$3,590,745	\$4,342,752	\$100,269	\$4,443,021	\$587,362	\$742,488	\$1,329,850
2034	\$3,694,038	\$30,122	\$3,724,160	\$4,499,086	\$120,490	\$4,619,576	\$639,246	\$811,148	\$1,450,395
2035	\$3,827,416	\$35,458	\$3,862,874	\$4,661,531	\$141,833	\$4,803,365	\$693,190	\$882,622	\$1,575,812
2036	\$3,965,995	\$41,087	\$4,007,083	\$4,830,312	\$164,349	\$4,994,661	\$749,272	\$957,015	\$1,706,287
2037	\$4,109,970	\$47,022	\$4,156,992	\$5,005,663	\$188,089	\$5,193,751	\$807,570	\$1,034,439	\$1,842,008
2038	\$4,259,537	\$53,276	\$4,312,813	\$5,187,826	\$213,105	\$5,400,930	\$868,167	\$1,115,008	\$1,983,175
2039	\$4,388,149	\$59,863	\$4,448,012	\$5,344,466	\$239,452	\$5,583,918	\$920,744	\$1,186,170	\$2,106,915
2040	\$4,514,279	\$66,797	\$4,581,076	\$5,498,084	\$267,189	\$5,765,273	\$972,491	\$1,256,697	\$2,229,188
2041	\$4,644,552	\$74,093	\$4,718,645	\$5,656,747	\$296,374	\$5,953,121	\$1,025,990	\$1,329,749	\$2,355,740
2042	\$4,777,696	\$81,767	\$4,859,463	\$5,818,907	\$327,070	\$6,145,977	\$1,080,753	\$1,404,749	\$2,485,502
2043	\$4,903,551	\$89,835	\$4,993,387	\$5,972,191	\$359,341	\$6,331,532	\$1,132,834	\$1,476,909	\$2,609,743
2044	\$5,033,183	\$98,313	\$5,131,496	\$6,130,073	\$393,253	\$6,523,327	\$1,186,544	\$1,551,496	\$2,738,039
2045	\$5,166,703	\$107,219	\$5,273,922	\$6,292,692	\$428,878	\$6,721,569	\$1,241,932	\$1,628,590	\$2,870,522
2046	\$5,304,229	\$116,571	\$5,420,800	\$6,460,189	\$466,285	\$6,926,474	\$1,299,051	\$1,708,275	\$3,007,326
2047	\$5,445,880	\$126,388	\$5,572,268	\$6,632,711	\$505,551	\$7,138,262	\$1,357,955	\$1,790,637	\$3,148,592
2048	\$5,591,782	\$136,688	\$5,728,470	\$6,810,409	\$546,754	\$7,357,162	\$1,418,700	\$1,875,765	\$3,294,465
2049	\$5,742,060	\$147,493	\$5,889,553	\$6,993,437	\$589,973	\$7,583,411	\$1,481,344	\$1,963,751	\$3,445,094
2050	\$5,896,846	\$158,824	\$6,055,670	\$7,181,957	\$635,294	\$7,817,251	\$1,545,944	\$2,054,689	\$3,600,633
2051	\$6,056,277	\$170,701	\$6,226,977	\$7,376,132	\$682,803	\$8,058,935	\$1,612,564	\$2,148,677	\$3,761,241
2052	\$6,220,490	\$183,148	\$6,403,637	\$7,576,132	\$732,591	\$8,308,723	\$1,681,265	\$2,245,817	\$3,927,082
2053	\$6,389,629	\$196,188	\$6,585,817	\$7,782,132	\$784,751	\$8,566,884	\$1,752,113	\$2,346,212	\$4,098,325
2054	\$6,563,843	\$209,845	\$6,773,688	\$7,994,313	\$839,382	\$8,833,695	\$1,825,174	\$2,449,972	\$4,275,146
2055	\$6,743,283	\$224,146	\$6,967,429	\$8,212,858	\$896,584	\$9,109,443	\$1,900,517	\$2,557,208	\$4,457,725
2056	\$6,928,106	\$239,116	\$7,167,222	\$8,437,961	\$956,463	\$9,394,424	\$1,978,215	\$2,668,034	\$4,646,248
2057	\$7,118,474	\$254,782	\$7,373,256	\$8,669,816	\$1,019,128	\$9,688,944	\$2,058,339	\$2,782,569	\$4,840,908
2058	\$7,314,553	\$270,723	\$7,585,276	\$8,908,627	\$1,082,890	\$9,991,517	\$2,140,791	\$2,900,236	\$5,041,028
2059	\$7,516,514	\$278,844	\$7,795,359	\$9,154,602	\$1,153,377	\$10,269,979	\$2,222,490	\$3,008,527	\$5,231,017
2060	\$7,724,535	\$287,210	\$8,011,744	\$9,407,956	\$1,148,838	\$10,556,795	\$2,306,640	\$3,120,067	\$5,426,707
2061	\$7,938,795	\$295,826	\$8,234,621	\$9,668,911	\$1,183,304	\$10,852,215	\$2,393,314	\$3,234,952	\$5,628,267
TOTAL	\$203,874,217	\$4,164,946	\$208,039,163	\$248,304,890	\$16,659,784	\$264,964,674	\$44,898,774	\$59,189,764	\$104,088,538

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Source: EPS.

[1] Includes property tax revenue from parcels within the RD 17 boundary only.

Table 12
 RD 17 Area Finance Plan Implementation
 EIFD Revenue Analysis
 Projected Net Property Tax and EIFD Revenue - Stockton Existing City Boundaries (Real \$)

Stockton
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*16.83%	d	e=c-d	f=b*20.50%	g	h=f-g	d+g
2017	\$1,164,851,051	\$11,648,511	\$1,960,962	\$0	\$1,960,962	\$2,388,317	\$0	\$2,388,317	\$0
2018	\$1,199,796,583	\$11,997,966	\$2,019,790	\$0	\$2,019,790	\$2,459,967	\$0	\$2,459,967	\$0
2019	\$1,235,790,480	\$12,357,905	\$2,080,384	\$0	\$2,080,384	\$2,533,766	\$0	\$2,533,766	\$0
2020	\$1,272,864,194	\$12,728,642	\$2,142,796	\$21,220	\$2,121,576	\$2,609,779	\$25,844	\$2,583,935	\$47,064
2021	\$1,340,313,349	\$13,403,133	\$2,256,343	\$59,826	\$2,196,517	\$2,748,071	\$72,864	\$2,675,208	\$132,690
2022	\$1,442,381,614	\$14,423,816	\$2,428,169	\$118,247	\$2,309,922	\$2,957,344	\$144,017	\$2,813,327	\$262,263
2023	\$1,609,285,238	\$16,092,852	\$2,709,142	\$213,778	\$2,495,364	\$3,299,550	\$260,366	\$3,039,183	\$474,144
2024	\$1,695,689,885	\$16,956,899	\$2,854,599	\$263,233	\$2,591,366	\$3,476,707	\$320,600	\$3,156,107	\$583,833
2025	\$1,785,830,454	\$17,858,305	\$3,006,346	\$314,827	\$2,691,519	\$3,661,524	\$383,438	\$3,278,086	\$698,265
2026	\$1,866,266,733	\$18,662,667	\$3,141,756	\$360,866	\$2,780,889	\$3,826,444	\$439,511	\$3,386,934	\$800,377
2027	\$1,965,260,059	\$19,652,601	\$3,308,405	\$343,846	\$2,964,559	\$4,029,412	\$418,781	\$3,610,631	\$762,627
2028	\$2,068,513,345	\$20,685,133	\$3,482,227	\$392,516	\$3,089,711	\$4,241,114	\$478,058	\$3,763,057	\$870,573
2029	\$2,137,697,549	\$21,376,975	\$3,598,694	\$425,127	\$3,173,567	\$4,382,964	\$517,775	\$3,865,189	\$942,902
2030	\$2,209,171,144	\$22,091,711	\$3,719,016	\$458,817	\$3,260,199	\$4,529,508	\$558,808	\$3,970,700	\$1,017,625
2031	\$2,283,009,227	\$22,830,092	\$3,843,318	\$493,622	\$3,349,697	\$4,680,900	\$601,197	\$4,079,702	\$1,094,819
2032	\$2,359,289,341	\$23,592,893	\$3,971,732	\$529,577	\$3,442,154	\$4,837,298	\$644,989	\$4,192,309	\$1,174,566
2033	\$2,461,199,326	\$24,611,993	\$4,143,291	\$577,614	\$3,565,677	\$5,046,246	\$703,494	\$4,342,752	\$1,281,109
2034	\$2,567,100,550	\$25,671,006	\$4,321,570	\$627,532	\$3,694,038	\$5,263,378	\$764,291	\$4,499,086	\$1,391,823
2035	\$2,677,140,768	\$26,771,408	\$4,506,817	\$679,401	\$3,827,416	\$5,488,995	\$827,464	\$4,661,531	\$1,506,865
2036	\$2,791,473,009	\$27,914,730	\$4,699,289	\$733,293	\$3,965,995	\$5,723,413	\$893,101	\$4,830,312	\$1,626,394
2037	\$2,910,255,757	\$29,102,558	\$4,899,253	\$789,283	\$4,109,970	\$5,966,956	\$961,293	\$5,005,663	\$1,750,576
2038	\$3,033,653,144	\$30,336,531	\$5,106,985	\$847,448	\$4,259,537	\$6,219,960	\$1,032,134	\$5,187,826	\$1,879,583
2039	\$3,139,761,633	\$31,397,616	\$5,285,613	\$897,464	\$4,388,149	\$6,437,516	\$1,093,050	\$5,344,466	\$1,990,514
2040	\$3,243,822,415	\$32,438,224	\$5,460,794	\$946,515	\$4,514,279	\$6,650,874	\$1,152,790	\$5,498,084	\$2,099,305
2041	\$3,351,301,058	\$33,513,011	\$5,641,728	\$997,176	\$4,644,552	\$6,871,240	\$1,214,493	\$5,656,747	\$2,211,669
2042	\$3,461,148,673	\$34,611,487	\$5,826,650	\$1,048,954	\$4,777,696	\$7,096,463	\$1,277,555	\$5,818,907	\$2,326,510
2043	\$3,564,983,133	\$35,649,831	\$6,001,450	\$1,097,898	\$4,903,551	\$7,309,356	\$1,337,165	\$5,972,191	\$2,435,064
2044	\$3,671,932,627	\$36,719,326	\$6,181,493	\$1,148,311	\$5,033,183	\$7,528,637	\$1,398,564	\$6,130,073	\$2,546,874
2045	\$3,782,090,606	\$37,820,906	\$6,366,938	\$1,200,235	\$5,166,703	\$7,754,496	\$1,461,804	\$6,292,692	\$2,662,040
2046	\$3,895,553,324	\$38,955,533	\$6,557,946	\$1,253,717	\$5,304,229	\$7,987,131	\$1,526,942	\$6,460,189	\$2,780,660
2047	\$4,012,419,924	\$40,124,199	\$6,754,685	\$1,308,804	\$5,445,880	\$8,226,745	\$1,594,034	\$6,632,711	\$2,902,838
2048	\$4,132,792,521	\$41,327,925	\$6,957,325	\$1,365,543	\$5,591,782	\$8,473,547	\$1,663,139	\$6,810,409	\$3,028,682
2049	\$4,256,776,297	\$42,567,763	\$7,166,045	\$1,423,985	\$5,742,060	\$8,727,754	\$1,734,317	\$6,993,437	\$3,158,302
2050	\$4,384,479,586	\$43,844,796	\$7,381,026	\$1,484,180	\$5,896,846	\$8,989,586	\$1,807,630	\$7,181,957	\$3,291,809
2051	\$4,516,013,974	\$45,160,140	\$7,602,457	\$1,546,180	\$6,056,277	\$9,259,274	\$1,883,142	\$7,376,132	\$3,429,323
2052	\$4,651,494,393	\$46,514,944	\$7,830,531	\$1,610,041	\$6,220,490	\$9,537,052	\$1,960,920	\$7,576,132	\$3,570,961
2053	\$4,791,039,225	\$47,910,392	\$8,065,447	\$1,675,817	\$6,389,629	\$9,823,164	\$2,041,031	\$7,782,132	\$3,716,849
2054	\$4,934,770,401	\$49,347,704	\$8,307,410	\$1,743,567	\$6,563,843	\$10,117,859	\$2,123,546	\$7,994,313	\$3,867,113
2055	\$5,082,813,513	\$50,828,135	\$8,556,632	\$1,813,349	\$6,743,283	\$10,421,394	\$2,208,536	\$8,212,858	\$4,021,885
2056	\$5,235,297,919	\$52,352,979	\$8,813,331	\$1,885,225	\$6,928,106	\$10,734,036	\$2,296,076	\$8,437,961	\$4,181,301
2057	\$5,392,356,856	\$53,923,569	\$9,077,731	\$1,959,257	\$7,118,474	\$11,056,057	\$2,386,242	\$8,669,816	\$4,345,499
2058	\$5,554,127,562	\$55,541,276	\$9,350,063	\$2,035,510	\$7,314,553	\$11,387,739	\$2,479,112	\$8,908,627	\$4,514,623
2059	\$5,720,751,389	\$57,207,514	\$9,630,565	\$2,114,051	\$7,516,514	\$11,729,371	\$2,574,769	\$9,154,602	\$4,688,820
2060	\$5,892,373,931	\$58,923,739	\$9,919,482	\$2,194,947	\$7,724,535	\$12,081,252	\$2,673,296	\$9,407,956	\$4,868,244
2061	\$6,069,145,148	\$60,691,451	\$10,217,066	\$2,278,271	\$7,938,795	\$12,443,690	\$2,774,779	\$9,668,911	\$5,053,050

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.
 [2] Refer to Table C-2 for details.

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Table 13
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area (Real \$)

Stockton Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*7.23%	d	e=c-d	f=b*28.93%	g	h=f-g	e+h
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2028	\$6,921,169	\$69,212	\$5,005	\$1,402	\$3,604	\$20,021	\$5,606	\$14,415	\$7,008
2029	\$14,257,609	\$142,576	\$10,311	\$2,887	\$7,424	\$41,244	\$11,548	\$29,696	\$14,435
2030	\$22,028,006	\$220,280	\$15,931	\$4,461	\$11,470	\$63,722	\$17,842	\$45,880	\$22,303
2031	\$30,251,794	\$302,518	\$21,878	\$6,126	\$15,752	\$87,512	\$24,503	\$63,009	\$30,629
2032	\$38,949,185	\$389,492	\$28,168	\$7,887	\$20,281	\$112,672	\$31,548	\$81,124	\$39,435
2033	\$48,141,193	\$481,412	\$34,816	\$9,748	\$25,067	\$139,262	\$38,993	\$100,269	\$48,742
2034	\$57,849,667	\$578,497	\$41,837	\$11,714	\$30,122	\$167,347	\$46,857	\$120,490	\$58,571
2035	\$68,097,322	\$680,973	\$49,248	\$13,789	\$35,458	\$196,991	\$55,157	\$141,833	\$68,947
2036	\$78,907,772	\$789,078	\$57,066	\$15,978	\$41,087	\$228,263	\$63,914	\$164,349	\$79,892
2037	\$90,305,562	\$903,056	\$65,309	\$18,286	\$47,022	\$261,235	\$73,146	\$188,089	\$91,432
2038	\$102,316,201	\$1,023,162	\$73,995	\$20,719	\$53,276	\$295,979	\$82,874	\$213,105	\$103,593
2039	\$114,966,205	\$1,149,662	\$83,143	\$23,280	\$59,863	\$332,572	\$93,120	\$239,452	\$116,400
2040	\$128,283,123	\$1,282,831	\$92,774	\$25,977	\$66,797	\$371,095	\$103,907	\$267,189	\$129,883
2041	\$142,295,587	\$1,422,956	\$102,908	\$28,814	\$74,093	\$411,630	\$115,257	\$296,374	\$144,071
2042	\$157,033,345	\$1,570,333	\$113,566	\$31,798	\$81,767	\$454,264	\$127,194	\$327,070	\$158,992
2043	\$172,527,301	\$1,725,273	\$124,771	\$34,936	\$89,835	\$499,084	\$139,744	\$359,341	\$174,679
2044	\$188,809,565	\$1,888,096	\$136,546	\$38,233	\$98,313	\$546,185	\$152,932	\$393,253	\$191,165
2045	\$205,913,491	\$2,059,135	\$148,916	\$41,696	\$107,219	\$595,663	\$166,786	\$428,878	\$208,482
2046	\$223,873,723	\$2,238,737	\$161,905	\$45,333	\$116,571	\$647,618	\$181,333	\$466,285	\$226,666
2047	\$242,726,247	\$2,427,262	\$175,539	\$49,151	\$126,388	\$702,155	\$196,603	\$505,551	\$245,754
2048	\$262,508,436	\$2,625,084	\$189,845	\$53,157	\$136,688	\$759,380	\$212,626	\$546,754	\$265,783
2049	\$283,259,103	\$2,832,591	\$204,852	\$57,359	\$147,493	\$819,407	\$229,434	\$589,973	\$286,793
2050	\$305,018,552	\$3,050,186	\$220,588	\$61,765	\$158,824	\$882,353	\$247,059	\$635,294	\$308,823
2051	\$327,828,635	\$3,278,286	\$237,084	\$66,384	\$170,701	\$948,337	\$265,534	\$682,803	\$331,918
2052	\$351,732,807	\$3,517,328	\$254,372	\$71,224	\$183,148	\$1,017,487	\$284,896	\$732,591	\$356,120
2053	\$376,776,183	\$3,767,762	\$272,483	\$76,295	\$196,188	\$1,089,932	\$305,181	\$784,751	\$381,476
2054	\$403,005,602	\$4,030,056	\$291,452	\$81,607	\$209,845	\$1,165,808	\$326,426	\$839,382	\$408,033
2055	\$430,469,687	\$4,304,697	\$311,314	\$87,168	\$224,146	\$1,245,256	\$348,672	\$896,584	\$435,840
2056	\$459,218,912	\$4,592,189	\$332,105	\$92,989	\$239,116	\$1,328,421	\$371,958	\$956,463	\$464,947
2057	\$489,305,669	\$4,893,057	\$353,864	\$99,082	\$254,782	\$1,415,456	\$396,328	\$1,019,128	\$495,409
2058	\$519,919,307	\$5,199,193	\$376,004	\$105,281	\$270,723	\$1,504,014	\$421,124	\$1,082,890	\$526,405
2059	\$535,516,887	\$5,355,169	\$387,284	\$108,439	\$278,844	\$1,549,135	\$433,758	\$1,115,377	\$542,197
2060	\$551,582,393	\$5,515,824	\$398,902	\$111,693	\$287,210	\$1,595,609	\$446,770	\$1,148,838	\$558,463
2061	\$568,129,865	\$5,681,299	\$410,869	\$115,043	\$295,826	\$1,643,477	\$460,174	\$1,183,304	\$575,217

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table C-3 for details.

Table 14
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary -
Unincorporated San Joaquin County (Real \$)

Unincorporated San Joaquin
County

Fiscal Year Ending	Net County Property Tax Revenue	EIFD Revenue
	<i>Table 15</i>	<i>Table 15</i>
2017	\$1,084,429	\$0
2018	\$1,116,962	\$0
2019	\$1,150,471	\$0
2020	\$1,173,250	\$11,735
2021	\$1,196,713	\$23,822
2022	\$1,220,879	\$36,271
2023	\$1,245,771	\$49,094
2024	\$1,271,409	\$62,302
2025	\$1,297,817	\$75,906
2026	\$1,325,016	\$89,917
2027	\$1,371,447	\$85,935
2028	\$1,399,195	\$96,726
2029	\$1,431,507	\$109,292
2030	\$1,464,789	\$122,235
2031	\$1,499,068	\$135,566
2032	\$1,534,376	\$149,297
2033	\$1,570,744	\$163,440
2034	\$1,608,202	\$178,007
2035	\$1,646,784	\$193,011
2036	\$1,664,641	\$199,955
2037	\$1,704,916	\$215,618
2038	\$1,746,400	\$231,750
2039	\$1,789,128	\$248,367
2040	\$1,833,138	\$265,482
2041	\$1,878,468	\$283,110
2042	\$1,925,158	\$301,267
2043	\$1,973,249	\$319,969
2044	\$2,022,782	\$339,232
2045	\$2,073,802	\$359,073
2046	\$2,126,352	\$379,509
2047	\$2,180,478	\$400,559
2048	\$2,236,229	\$422,239
2049	\$2,293,652	\$444,570
2050	\$2,352,797	\$467,571
2051	\$2,413,717	\$491,263
2052	\$2,476,465	\$515,664
2053	\$2,541,095	\$540,798
2054	\$2,607,664	\$566,686
2055	\$2,676,230	\$593,351
2056	\$2,746,853	\$620,815
2057	\$2,819,594	\$649,104
2058	\$2,894,518	\$678,241
2059	\$2,971,690	\$708,252
2060	\$3,051,176	\$739,163
2061	\$3,133,048	\$771,002
TOTAL	\$85,742,066	\$13,335,165

Source: EPS.

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Table 15
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Unincorporated San Joaquin County (Real \$)

Unincorporated San Joaquin County

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
<i>Formula</i>	<i>a</i>	<i>b=a*1.0%</i>	<i>c=b*0.00%</i>	<i>d</i>	<i>e=c-d</i>	<i>f=b*21.26%</i>	<i>g</i>	<i>h=f-g</i>	<i>d+g</i>
2017	\$510,001,908	\$5,100,019	\$0	\$0	\$0	\$1,084,429	\$0	\$1,084,429	\$0
2018	\$525,301,965	\$5,253,020	\$0	\$0	\$0	\$1,116,962	\$0	\$1,116,962	\$0
2019	\$541,061,024	\$5,410,610	\$0	\$0	\$0	\$1,150,471	\$0	\$1,150,471	\$0
2020	\$557,292,855	\$5,572,929	\$0	\$0	\$0	\$1,184,985	\$11,735	\$1,173,250	\$11,735
2021	\$574,011,641	\$5,740,116	\$0	\$0	\$0	\$1,220,534	\$23,822	\$1,196,713	\$23,822
2022	\$591,231,990	\$5,912,320	\$0	\$0	\$0	\$1,257,150	\$36,271	\$1,220,879	\$36,271
2023	\$608,968,949	\$6,089,689	\$0	\$0	\$0	\$1,294,865	\$49,094	\$1,245,771	\$49,094
2024	\$627,238,018	\$6,272,380	\$0	\$0	\$0	\$1,333,711	\$62,302	\$1,271,409	\$62,302
2025	\$646,055,159	\$6,460,552	\$0	\$0	\$0	\$1,373,722	\$75,906	\$1,297,817	\$75,906
2026	\$665,436,813	\$6,654,368	\$0	\$0	\$0	\$1,414,934	\$89,917	\$1,325,016	\$89,917
2027	\$685,399,918	\$6,853,999	\$0	\$0	\$0	\$1,457,382	\$85,935	\$1,371,447	\$85,935
2028	\$703,525,096	\$7,035,251	\$0	\$0	\$0	\$1,495,922	\$96,726	\$1,399,195	\$96,726
2029	\$724,630,849	\$7,246,308	\$0	\$0	\$0	\$1,540,799	\$109,292	\$1,431,507	\$109,292
2030	\$746,369,775	\$7,463,698	\$0	\$0	\$0	\$1,587,023	\$122,235	\$1,464,789	\$122,235
2031	\$768,760,868	\$7,687,609	\$0	\$0	\$0	\$1,634,634	\$135,566	\$1,499,068	\$135,566
2032	\$791,823,694	\$7,918,237	\$0	\$0	\$0	\$1,683,673	\$149,297	\$1,534,376	\$149,297
2033	\$815,578,405	\$8,155,784	\$0	\$0	\$0	\$1,734,183	\$163,440	\$1,570,744	\$163,440
2034	\$840,045,757	\$8,400,458	\$0	\$0	\$0	\$1,786,209	\$178,007	\$1,608,202	\$178,007
2035	\$865,247,130	\$8,652,471	\$0	\$0	\$0	\$1,839,795	\$193,011	\$1,646,784	\$193,011
2036	\$876,910,865	\$8,769,109	\$0	\$0	\$0	\$1,864,596	\$199,955	\$1,664,641	\$199,955
2037	\$903,218,191	\$9,032,182	\$0	\$0	\$0	\$1,920,534	\$215,618	\$1,704,916	\$215,618
2038	\$930,314,737	\$9,303,147	\$0	\$0	\$0	\$1,978,150	\$231,750	\$1,746,400	\$231,750
2039	\$958,224,179	\$9,582,242	\$0	\$0	\$0	\$2,037,494	\$248,367	\$1,789,128	\$248,367
2040	\$986,970,904	\$9,869,709	\$0	\$0	\$0	\$2,098,619	\$265,482	\$1,833,138	\$265,482
2041	\$1,016,580,031	\$10,165,800	\$0	\$0	\$0	\$2,161,578	\$283,110	\$1,878,468	\$283,110
2042	\$1,047,077,432	\$10,470,774	\$0	\$0	\$0	\$2,226,425	\$301,267	\$1,925,158	\$301,267
2043	\$1,078,489,755	\$10,784,898	\$0	\$0	\$0	\$2,293,218	\$319,969	\$1,973,249	\$319,969
2044	\$1,110,844,448	\$11,108,444	\$0	\$0	\$0	\$2,362,014	\$339,232	\$2,022,782	\$339,232
2045	\$1,144,169,781	\$11,441,698	\$0	\$0	\$0	\$2,432,875	\$359,073	\$2,073,802	\$359,073
2046	\$1,178,494,875	\$11,784,949	\$0	\$0	\$0	\$2,505,861	\$379,509	\$2,126,352	\$379,509
2047	\$1,213,849,721	\$12,138,497	\$0	\$0	\$0	\$2,581,037	\$400,559	\$2,180,478	\$400,559
2048	\$1,250,265,212	\$12,502,652	\$0	\$0	\$0	\$2,658,468	\$422,239	\$2,236,229	\$422,239
2049	\$1,287,773,169	\$12,877,732	\$0	\$0	\$0	\$2,738,222	\$444,570	\$2,293,652	\$444,570
2050	\$1,326,406,364	\$13,264,064	\$0	\$0	\$0	\$2,820,369	\$467,571	\$2,352,797	\$467,571
2051	\$1,366,198,555	\$13,661,986	\$0	\$0	\$0	\$2,904,980	\$491,263	\$2,413,717	\$491,263
2052	\$1,407,184,511	\$14,071,845	\$0	\$0	\$0	\$2,992,129	\$515,664	\$2,476,465	\$515,664
2053	\$1,449,400,047	\$14,494,000	\$0	\$0	\$0	\$3,081,893	\$540,798	\$2,541,095	\$540,798
2054	\$1,492,882,048	\$14,928,820	\$0	\$0	\$0	\$3,174,350	\$566,686	\$2,607,664	\$566,686
2055	\$1,537,668,510	\$15,376,685	\$0	\$0	\$0	\$3,269,580	\$593,351	\$2,676,230	\$593,351
2056	\$1,583,798,565	\$15,837,986	\$0	\$0	\$0	\$3,367,668	\$620,815	\$2,746,853	\$620,815
2057	\$1,631,312,522	\$16,313,125	\$0	\$0	\$0	\$3,468,698	\$649,104	\$2,819,594	\$649,104
2058	\$1,680,251,897	\$16,802,519	\$0	\$0	\$0	\$3,572,759	\$678,241	\$2,894,518	\$678,241
2059	\$1,730,659,454	\$17,306,595	\$0	\$0	\$0	\$3,679,941	\$708,252	\$2,971,690	\$708,252
2060	\$1,782,579,238	\$17,825,792	\$0	\$0	\$0	\$3,790,340	\$739,163	\$3,051,176	\$739,163
2061	\$1,836,056,615	\$18,360,566	\$0	\$0	\$0	\$3,904,050	\$771,002	\$3,133,048	\$771,002

Source: San Joaquin County; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.



APPENDICES:

- Appendix A: City of Lathrop
- Appendix B: City of Manteca
- Appendix C: City of Stockton
- Appendix D: Unincorporated San Joaquin County
- Appendix E: Supporting Tables for EIFD Revenue
Analysis

APPENDIX A:
City of Lathrop



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Lathrop

Table A-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop (Real \$)

Table with columns: Fiscal Year, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in AV starting in 2019, Gross Tax Increment, and Net Tax Increment (City [1], County [1], Total EIFD). Rows range from 2017 to 2061.

Source: San Joaquin County; City of Lathrop; LWAA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.
[2] See Table A-4 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.
In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table A-2 and Table A-3 for more details.

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Lathrop
Existing City

Table A-2
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Existing City Boundaries (Real %)

Fiscal Year	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2019	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation	City EIFD	County [1]	County EIFD Allocation	County EIFD	Total EIFD
<i>Formula</i>	<i>a</i>	<i>b=a*3.0%</i>	<i>c</i>	<i>d=a+b+c</i>	<i>e</i>	<i>f=e*1.0%</i>	<i>g=f*13.20%</i>	<i>h</i>	<i>i=g*h</i>	<i>j=f*17.65%</i>	<i>k</i>	<i>l=j*k</i>	<i>m=l+i</i>
2017	\$2,308,244,724	\$69,247,342	\$0	\$2,377,492,066	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	\$0
2018	\$2,377,492,066	\$71,324,762	\$158,269,730	\$2,607,086,558	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	\$0
2019	\$2,607,086,558	\$78,212,597	\$163,017,822	\$2,848,316,976	\$241,230,419	\$2,412,304	\$318,451	34%	\$108,273	\$425,832	34%	\$144,783	\$253,056
2020	\$2,848,316,976	\$85,449,509	\$167,908,357	\$3,101,674,842	\$494,588,284	\$4,945,883	\$652,911	34%	\$221,990	\$873,071	34%	\$296,844	\$518,834
2021	\$3,101,674,842	\$93,050,245	\$143,484,245	\$3,338,209,332	\$731,122,774	\$7,311,228	\$965,162	34%	\$328,155	\$1,290,613	34%	\$438,809	\$766,964
2022	\$3,338,209,332	\$100,146,280	\$147,788,772	\$3,586,144,384	\$979,057,827	\$9,790,578	\$1,292,464	34%	\$439,438	\$1,728,280	34%	\$587,615	\$1,027,053
2023	\$3,586,144,384	\$107,584,332	\$152,222,435	\$3,845,951,151	\$1,238,864,593	\$12,388,646	\$1,635,437	34%	\$556,049	\$2,186,904	34%	\$743,547	\$1,299,596
2024	\$3,845,951,151	\$115,378,535	\$156,789,108	\$4,118,118,794	\$1,511,032,236	\$15,110,322	\$1,994,729	34%	\$678,208	\$2,667,347	34%	\$906,898	\$1,585,106
2025	\$4,118,118,794	\$123,543,564	\$161,492,782	\$4,403,155,139	\$1,796,068,582	\$17,960,686	\$2,371,008	34%	\$806,143	\$3,170,507	34%	\$1,077,972	\$1,884,115
2026	\$4,403,155,139	\$132,094,654	\$323,778,878	\$4,859,028,672	\$2,251,942,114	\$22,519,421	\$2,972,811	28%	\$832,387	\$3,975,237	28%	\$1,113,066	\$1,945,453
2027	\$4,859,028,672	\$145,770,860	\$333,492,244	\$5,338,291,776	\$2,731,205,219	\$27,312,052	\$3,605,491	28%	\$1,009,537	\$4,821,256	28%	\$1,349,952	\$2,359,489
2028	\$5,338,291,776	\$160,148,753	\$343,497,012	\$5,841,937,541	\$3,234,850,983	\$32,348,510	\$4,270,359	28%	\$1,195,700	\$5,710,315	28%	\$1,598,888	\$2,794,589
2029	\$5,841,937,541	\$175,258,126	\$353,801,922	\$6,370,997,589	\$3,763,911,032	\$37,639,110	\$4,968,776	28%	\$1,391,257	\$6,644,238	28%	\$1,860,387	\$3,251,644
2030	\$6,370,997,589	\$191,129,928	\$364,415,980	\$6,926,543,497	\$4,319,456,939	\$43,194,569	\$5,702,158	28%	\$1,596,604	\$7,624,914	28%	\$2,134,976	\$3,731,580
2031	\$6,926,543,497	\$207,796,305	\$110,346,571	\$7,244,686,373	\$4,637,599,815	\$46,375,998	\$6,122,147	28%	\$1,714,200	\$8,186,516	28%	\$2,292,224	\$4,006,424
2032	\$7,244,686,373	\$217,340,591	\$113,656,968	\$7,575,683,932	\$4,968,597,374	\$49,685,974	\$6,559,094	28%	\$1,836,546	\$8,770,808	28%	\$2,455,826	\$4,292,373
2033	\$7,575,683,932	\$227,270,518	\$117,066,677	\$7,920,021,127	\$5,312,934,569	\$53,129,346	\$7,013,657	28%	\$1,963,824	\$9,378,649	28%	\$2,626,022	\$4,589,846
2034	\$7,920,021,127	\$237,600,634	\$120,578,677	\$8,278,200,438	\$5,671,113,880	\$56,711,139	\$7,486,493	28%	\$2,096,218	\$10,010,925	28%	\$2,803,059	\$4,899,277
2035	\$8,278,200,438	\$248,346,013	\$124,196,038	\$8,650,742,489	\$6,043,655,931	\$60,436,559	\$7,978,290	28%	\$2,233,921	\$10,668,554	28%	\$2,987,195	\$5,221,116
2036	\$8,650,742,489	\$259,522,275	\$228,554,501	\$9,138,819,265	\$6,531,732,707	\$65,317,327	\$8,622,605	28%	\$2,414,329	\$11,530,131	28%	\$3,228,437	\$5,642,766
2037	\$9,138,819,265	\$274,164,578	\$235,411,136	\$9,648,394,979	\$7,041,308,421	\$70,413,084	\$9,295,301	28%	\$2,602,684	\$12,429,658	28%	\$3,480,304	\$6,082,988
2038	\$9,648,394,979	\$289,451,849	\$242,473,470	\$10,180,320,299	\$7,573,233,741	\$75,732,337	\$9,997,500	28%	\$2,799,300	\$13,368,639	28%	\$3,743,219	\$6,542,519
2039	\$10,180,320,299	\$305,409,609	\$249,747,674	\$10,735,477,582	\$8,128,391,024	\$81,283,910	\$10,730,369	28%	\$3,004,503	\$14,348,629	28%	\$4,017,616	\$7,022,119
2040	\$10,735,477,582	\$322,064,327	\$257,240,105	\$11,314,782,014	\$8,707,695,456	\$87,076,955	\$11,495,115	28%	\$3,218,632	\$15,371,245	28%	\$4,303,949	\$7,522,581
2041	\$11,314,782,014	\$339,443,460	\$209,772,085	\$11,863,997,569	\$9,256,911,002	\$92,569,110	\$12,220,139	28%	\$3,421,639	\$16,340,747	28%	\$4,575,409	\$7,997,048
2042	\$11,863,997,569	\$355,919,927	\$216,065,247	\$12,435,982,733	\$9,828,896,176	\$98,288,962	\$12,975,223	28%	\$3,633,062	\$17,350,443	28%	\$4,858,124	\$8,491,186
2043	\$12,435,982,733	\$373,079,482	\$222,547,205	\$13,031,609,420	\$10,424,522,863	\$104,245,229	\$13,761,515	28%	\$3,853,224	\$18,401,872	28%	\$5,152,524	\$9,005,748
2044	\$13,031,609,420	\$390,948,283	\$229,223,621	\$13,651,781,324	\$11,044,694,766	\$110,446,948	\$14,580,210	28%	\$4,082,459	\$19,496,630	28%	\$5,459,056	\$9,541,515
2045	\$13,651,781,324	\$409,553,440	\$236,100,330	\$14,297,435,093	\$11,690,348,535	\$116,903,485	\$15,432,544	28%	\$4,321,112	\$20,636,369	28%	\$5,778,183	\$10,099,296
2046	\$14,297,435,093	\$428,923,053	\$243,183,339	\$14,969,541,485	\$12,362,454,928	\$123,624,549	\$16,319,799	28%	\$4,569,544	\$21,822,804	28%	\$6,110,385	\$10,679,929
2047	\$14,969,541,485	\$449,086,245	\$250,478,840	\$15,669,106,570	\$13,062,020,012	\$130,620,200	\$17,243,301	28%	\$4,828,124	\$23,057,710	28%	\$6,456,159	\$11,284,283
2048	\$15,669,106,570	\$470,073,197	\$257,993,205	\$16,397,172,972	\$13,790,086,414	\$137,900,864	\$18,204,429	28%	\$5,097,240	\$24,342,928	28%	\$6,816,020	\$11,913,260
2049	\$16,397,172,972	\$491,915,189	\$265,733,001	\$17,154,821,162	\$14,547,734,604	\$145,477,346	\$19,204,608	28%	\$5,377,290	\$25,680,365	28%	\$7,190,502	\$12,567,792
2050	\$17,154,821,162	\$514,644,635	\$273,704,991	\$17,943,170,788	\$15,336,084,230	\$153,360,842	\$20,245,316	28%	\$5,668,688	\$27,071,998	28%	\$7,580,159	\$13,248,848
2051	\$17,943,170,788	\$538,295,124	\$281,916,141	\$18,763,382,052	\$16,156,295,494	\$161,562,955	\$21,328,085	28%	\$5,971,864	\$28,519,874	28%	\$7,985,565	\$13,957,429
2052	\$18,763,382,052	\$562,901,462	\$290,373,625	\$19,616,657,138	\$17,009,670,581	\$170,095,706	\$22,454,502	28%	\$6,287,260	\$30,026,117	28%	\$8,407,313	\$14,694,573
2053	\$19,616,657,138	\$588,499,714	\$299,084,834	\$20,504,241,686	\$17,897,155,129	\$178,971,511	\$23,626,211	28%	\$6,615,339	\$31,592,924	28%	\$8,846,019	\$15,461,358
2054	\$20,504,241,686	\$615,127,251	\$308,057,379	\$21,427,426,316	\$18,820,339,758	\$188,203,398	\$24,844,916	28%	\$6,956,576	\$33,222,574	28%	\$9,302,321	\$16,258,897
2055	\$21,427,426,316	\$642,822,789	\$317,299,100	\$22,387,548,205	\$19,780,461,648	\$197,804,616	\$26,112,382	28%	\$7,311,467	\$34,917,428	28%	\$9,776,880	\$17,088,347
2056	\$22,387,548,205	\$671,626,446	\$326,818,073	\$23,385,992,725	\$20,778,906,167	\$207,789,062	\$27,430,439	28%	\$7,680,523	\$36,679,931	28%	\$10,270,381	\$17,950,903
2057	\$23,385,992,725	\$701,579,782	\$336,622,615	\$24,424,195,122	\$21,817,108,564	\$218,171,086	\$28,800,980	28%	\$8,064,274	\$38,512,616	28%	\$10,783,532	\$18,847,807
2058	\$24,424,195,122	\$732,725,854	\$346,721,294	\$25,503,642,269	\$22,896,555,711	\$228,965,557	\$30,225,969	28%	\$8,463,271	\$40,418,108	28%	\$11,317,070	\$19,780,341
2059	\$25,503,642,269	\$765,109,268	\$357,122,933	\$26,625,874,470	\$24,018,787,912	\$240,187,879	\$31,707,438	28%	\$8,878,083	\$42,399,127	28%	\$11,871,755	\$20,749,838
2060	\$26,625,874,470	\$798,776,234	\$367,836,621	\$27,792,487,324	\$25,185,400,762	\$251,854,008	\$33,247,496	28%	\$9,309,299	\$44,458,488	28%	\$12,448,377	\$21,757,675
2061	\$27,792,487,324	\$833,774,620	\$0	\$28,626,261,944	\$26,019,175,386	\$260,191,754	\$34,348,170	28%	\$9,617,488	\$45,930,307	28%	\$12,860,486	\$22,477,974

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.
 [2] See Table A-4 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.
 In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

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Table A-4
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Existing City (2016 and Real \$)

Lathrop Existing City

Fiscal Year Ending	Assessed Value of New Development [1]												Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Low Density Residential	Medium Density Residential	Variable Density Residential	Variable Density Residential Flex	High Density Residential	Residential / Mixed Use	Subtotal Residential	Retail	Service Commercial	Office	Industrial	Light Industrial / R&D Flex				
	AV per Dwelling Unit					AV per Bldg. Sq. Ft.										
Assumption	\$450,000	\$425,000	\$425,000	\$180,000	\$180,000		\$200	\$200	\$150	\$85	\$85					
2018	\$6,300,000	\$3,825,000	\$85,000,000	\$0	\$16,380,000	\$0	\$111,505,000	\$4,443,120	\$17,772,480	\$6,207,300	\$9,256,500	\$0	\$37,679,400	\$149,184,400	1.061	\$158,269,730
2019	\$6,300,000	\$3,825,000	\$85,000,000	\$0	\$16,380,000	\$0	\$111,505,000	\$4,443,120	\$17,772,480	\$6,207,300	\$9,256,500	\$0	\$37,679,400	\$149,184,400	1.093	\$163,017,822
2020	\$6,300,000	\$3,825,000	\$85,000,000	\$0	\$16,380,000	\$0	\$111,505,000	\$4,443,120	\$17,772,480	\$6,207,300	\$9,256,500	\$0	\$37,679,400	\$149,184,400	1.126	\$167,908,357
2021	\$3,510,000	\$8,245,000	\$61,710,000	\$0	\$13,356,000	\$0	\$86,821,000	\$5,514,696	\$22,058,784	\$3,822,390	\$5,553,900	\$0	\$36,949,770	\$123,770,770	1.159	\$143,484,245
2022	\$3,510,000	\$8,245,000	\$61,710,000	\$0	\$13,356,000	\$0	\$86,821,000	\$5,514,696	\$22,058,784	\$3,822,390	\$5,553,900	\$0	\$36,949,770	\$123,770,770	1.194	\$147,788,772
2023	\$3,510,000	\$8,245,000	\$61,710,000	\$0	\$13,356,000	\$0	\$86,821,000	\$5,514,696	\$22,058,784	\$3,822,390	\$5,553,900	\$0	\$36,949,770	\$123,770,770	1.230	\$152,222,435
2024	\$3,510,000	\$8,245,000	\$61,710,000	\$0	\$13,356,000	\$0	\$86,821,000	\$5,514,696	\$22,058,784	\$3,822,390	\$5,553,900	\$0	\$36,949,770	\$123,770,770	1.267	\$156,789,108
2025	\$3,510,000	\$8,245,000	\$61,710,000	\$0	\$13,356,000	\$0	\$86,821,000	\$5,514,696	\$22,058,784	\$3,822,390	\$5,553,900	\$0	\$36,949,770	\$123,770,770	1.305	\$161,492,782
2026	\$3,510,000	\$8,245,000	\$77,265,000	\$0	\$252,000	\$0	\$89,272,000	\$24,093,472	\$96,373,886	\$10,766,399	\$11,107,800	\$9,308,336	\$151,649,893	\$240,921,893	1.344	\$166,278,878
2027	\$3,510,000	\$8,245,000	\$77,265,000	\$0	\$252,000	\$0	\$89,272,000	\$24,093,472	\$96,373,886	\$10,766,399	\$11,107,800	\$9,308,336	\$151,649,893	\$240,921,893	1.384	\$171,316,224
2028	\$3,510,000	\$8,245,000	\$77,265,000	\$0	\$252,000	\$0	\$89,272,000	\$24,093,472	\$96,373,886	\$10,766,399	\$11,107,800	\$9,308,336	\$151,649,893	\$240,921,893	1.426	\$176,606,677
2029	\$3,510,000	\$8,245,000	\$77,265,000	\$0	\$252,000	\$0	\$89,272,000	\$24,093,472	\$96,373,886	\$10,766,399	\$11,107,800	\$9,308,336	\$151,649,893	\$240,921,893	1.469	\$182,038,422
2030	\$3,510,000	\$8,245,000	\$77,265,000	\$0	\$252,000	\$0	\$89,272,000	\$24,093,472	\$96,373,886	\$10,766,399	\$11,107,800	\$9,308,336	\$151,649,893	\$240,921,893	1.513	\$187,561,781
2031	\$540,000	\$2,295,000	\$0	\$0	\$252,000	\$0	\$3,087,000	\$5,035,100	\$20,140,402	\$11,040,827	\$22,215,600	\$9,308,336	\$67,740,265	\$70,827,265	1.558	\$193,083,510
2032	\$540,000	\$2,295,000	\$0	\$0	\$252,000	\$0	\$3,087,000	\$5,035,100	\$20,140,402	\$11,040,827	\$22,215,600	\$9,308,336	\$67,740,265	\$70,827,265	1.605	\$198,751,267
2033	\$540,000	\$2,295,000	\$0	\$0	\$252,000	\$0	\$3,087,000	\$5,035,100	\$20,140,402	\$11,040,827	\$22,215,600	\$9,308,336	\$67,740,265	\$70,827,265	1.653	\$204,459,438
2034	\$540,000	\$2,295,000	\$0	\$0	\$252,000	\$0	\$3,087,000	\$5,035,100	\$20,140,402	\$11,040,827	\$22,215,600	\$9,308,336	\$67,740,265	\$70,827,265	1.702	\$210,194,501
2035	\$540,000	\$2,295,000	\$0	\$0	\$252,000	\$0	\$3,087,000	\$5,035,100	\$20,140,402	\$11,040,827	\$22,215,600	\$9,308,336	\$67,740,265	\$70,827,265	1.754	\$216,004,738
2036	\$540,000	\$2,465,000	\$0	\$0	\$252,000	\$0	\$3,257,000	\$7,780,687	\$31,122,749	\$21,336,777	\$44,431,200	\$18,616,673	\$123,288,086	\$126,545,086	1.806	\$221,853,511
2037	\$540,000	\$2,465,000	\$0	\$0	\$252,000	\$0	\$3,257,000	\$7,780,687	\$31,122,749	\$21,336,777	\$44,431,200	\$18,616,673	\$123,288,086	\$126,545,086	1.860	\$227,844,232
2038	\$540,000	\$2,465,000	\$0	\$0	\$252,000	\$0	\$3,257,000	\$7,780,687	\$31,122,749	\$21,336,777	\$44,431,200	\$18,616,673	\$123,288,086	\$126,545,086	1.916	\$233,874,454
2039	\$540,000	\$2,465,000	\$0	\$0	\$252,000	\$0	\$3,257,000	\$7,780,687	\$31,122,749	\$21,336,777	\$44,431,200	\$18,616,673	\$123,288,086	\$126,545,086	1.974	\$240,004,277
2040	\$540,000	\$2,465,000	\$0	\$0	\$252,000	\$0	\$3,257,000	\$7,780,687	\$31,122,749	\$21,336,777	\$44,431,200	\$18,616,673	\$123,288,086	\$126,545,086	2.033	\$246,664,500
2041	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.094	\$253,704,991
2042	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.157	\$260,324,991
2043	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.221	\$267,024,991
2044	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.288	\$273,794,991
2045	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.357	\$280,624,991
2046	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.427	\$287,514,991
2047	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.500	\$294,464,991
2048	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.575	\$301,474,991
2049	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.652	\$308,544,991
2050	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.732	\$315,674,991
2051	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.814	\$322,864,991
2052	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.899	\$330,114,991
2053	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	2.985	\$337,424,991
2054	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.075	\$344,794,991
2055	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.167	\$352,224,991
2056	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.262	\$360,004,991
2057	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.360	\$368,124,991
2058	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.461	\$376,594,991
2059	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.565	\$385,324,991
2060	\$14,940,000	\$573,750	\$55,866,250	\$3,852,000	\$972,000	\$5,859,000	\$82,063,000	\$2,938,993	\$9,188,111	\$5,998,212	\$0	\$0	\$18,125,316	\$100,188,316	3.671	\$394,314,991

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.

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Lathrop
Annexation Area

Table A-5
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Annexation Areas (2016 and Real \$)

Assessed Value of New Development [1]																	
Fiscal Year Ending	Low Density Residential	Medium Density Residential	Variable Density Residential	Variable Density Residential Flex	High Density Residential	Residential / Mixed Use	Subtotal Residential	Retail	Service Commercial	Office	Industrial	Light Industrial / R&D Flex	Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase	
Assumption	AV per Dwelling Unit						AV per Bldg. Sq. Ft.										
	\$ 450,000	\$ 425,000	\$ 425,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 200	\$ 200	\$ 150	\$ 85	\$ 85						
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,716,802	\$50,716,802	\$50,716,802	1.061	\$53,805,455
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,716,802	\$50,716,802	\$50,716,802	1.093	\$55,419,619
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,716,802	\$50,716,802	\$50,716,802	1.126	\$57,082,207
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,756,449	\$14,756,449	\$14,756,449	1.159	\$17,106,769
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,756,449	\$14,756,449	\$14,756,449	1.194	\$17,619,972
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,756,449	\$14,756,449	\$14,756,449	1.230	\$18,148,571
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,756,449	\$14,756,449	\$14,756,449	1.267	\$18,693,028
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,756,449	\$14,756,449	\$14,756,449	1.305	\$19,253,819
2026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.344	\$0
2027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.384	\$0
2028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.426	\$0
2029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.469	\$0
2030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.513	\$0
2031	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.558	\$0
2032	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.605	\$0
2033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.653	\$0
2034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.702	\$0
2035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.754	\$0
2036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.806	\$0
2037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.860	\$0
2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.916	\$0
2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.974	\$0
2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.033	\$0
2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.094	\$4,605,623
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.157	\$4,743,791
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.221	\$4,886,105
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.288	\$5,032,688
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.357	\$5,183,669
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.427	\$5,339,179
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.500	\$5,499,354
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.575	\$5,664,335
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.652	\$5,834,265
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.732	\$6,009,293
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.814	\$6,189,572
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.898	\$6,375,259
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	2.985	\$6,566,517
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.075	\$6,763,512
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.167	\$6,966,418
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.262	\$7,175,410
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.360	\$7,390,673
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.461	\$7,612,393
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.565	\$7,840,765
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,997	\$919,987	\$0	\$0	\$0	\$1,049,687	\$2,199,671	\$2,199,671	3.671	\$8,075,987

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table A-6
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop

Fiscal Year Ending	Existing City							Building Square Feet						
	Dwelling Units				Variable Density Residential			TOTAL	Retail	Service Commercial	Office	Industrial	Light Industrial / R&D Flex	
	Low Density Residential	Medium Density Residential	Variable Density Residential	Flex	High Density Residential	Residential / Mixed Use	Total						Total	
2018	14	9	200	-	91	-	314	22,216	88,862	41,382	108,900	-	-	261,360
2019	14	9	200	-	91	-	314	22,216	88,862	41,382	108,900	-	-	261,360
2020	14	9	200	-	91	-	314	22,216	88,862	41,382	108,900	-	-	261,360
2021	8	19	145	-	74	-	247	27,573	110,294	25,483	65,340	-	-	228,690
2022	8	19	145	-	74	-	247	27,573	110,294	25,483	65,340	-	-	228,690
2023	8	19	145	-	74	-	247	27,573	110,294	25,483	65,340	-	-	228,690
2024	8	19	145	-	74	-	247	27,573	110,294	25,483	65,340	-	-	228,690
2025	8	19	145	-	74	-	247	27,573	110,294	25,483	65,340	-	-	228,690
2026	8	19	182	-	1	-	210	120,467	481,869	71,776	130,680	109,510	-	914,303
2027	8	19	182	-	1	-	210	120,467	481,869	71,776	130,680	109,510	-	914,303
2028	8	19	182	-	1	-	210	120,467	481,869	71,776	130,680	109,510	-	914,303
2029	8	19	182	-	1	-	210	120,467	481,869	71,776	130,680	109,510	-	914,303
2030	8	19	182	-	1	-	210	120,467	481,869	71,776	130,680	109,510	-	914,303
2031	1	5	-	-	1	-	8	25,176	100,702	73,606	261,360	109,510	-	570,353
2032	1	5	-	-	1	-	8	25,176	100,702	73,606	261,360	109,510	-	570,353
2033	1	5	-	-	1	-	8	25,176	100,702	73,606	261,360	109,510	-	570,353
2034	1	5	-	-	1	-	8	25,176	100,702	73,606	261,360	109,510	-	570,353
2035	1	5	-	-	1	-	8	25,176	100,702	73,606	261,360	109,510	-	570,353
2036	1	6	-	-	1	-	8	38,903	155,614	142,245	522,720	219,020	-	1,078,502
2037	1	6	-	-	1	-	8	38,903	155,614	142,245	522,720	219,020	-	1,078,502
2038	1	6	-	-	1	-	8	38,903	155,614	142,245	522,720	219,020	-	1,078,502
2039	1	6	-	-	1	-	8	38,903	155,614	142,245	522,720	219,020	-	1,078,502
2040	1	6	-	-	1	-	8	38,903	155,614	142,245	522,720	219,020	-	1,078,502
2041	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2042	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2043	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2044	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2045	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2046	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2047	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2048	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2049	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2050	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2051	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2052	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2053	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2054	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2055	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2056	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2057	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2058	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2059	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
2060	33	1	131	21	5	33	225	14,695	45,941	39,988	-	-	-	100,624
Total	796	304	4,864	428	773	651	7,816	1,421,145	5,427,794	2,489,454	5,227,200	2,190,197	-	16,755,790

Source: San Joaquin County; City of Lathrop; LWA; EPS.

Table A-6
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop

Fiscal Year Ending	Annexation Area							Building Square Feet					Total
	Dwelling Units							Retail	Service Commercial	Office	Industrial	Light Industrial / R&D Flex	
	Low Density Residential	Medium Density Residential	Variable Density Residential	Variable Density Residential Flex	High Density Residential	Residential / Mixed Use	TOTAL						
2018	-	-	-	-	-	-	-	-	-	-	-	596,668	596,668
2019	-	-	-	-	-	-	-	-	-	-	-	596,668	596,668
2020	-	-	-	-	-	-	-	-	-	-	-	596,668	596,668
2021	-	-	-	-	-	-	-	-	-	-	-	173,605	173,605
2022	-	-	-	-	-	-	-	-	-	-	-	173,605	173,605
2023	-	-	-	-	-	-	-	-	-	-	-	173,605	173,605
2024	-	-	-	-	-	-	-	-	-	-	-	173,605	173,605
2025	-	-	-	-	-	-	-	-	-	-	-	173,605	173,605
2026	-	-	-	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2042	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2043	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2044	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2045	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2046	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2047	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2048	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2049	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2050	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2051	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2052	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2053	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2054	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2055	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2056	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2057	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2058	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2059	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
2060	-	-	-	-	-	-	-	1,150	4,600	-	-	12,349	18,099
Total	-	-	-	-	-	-	-	23,000	91,999	-	-	2,905,016	3,020,015

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

APPENDIX B:
City of Manteca



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Table B-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca (Real \$)

Manteca

Table with columns: Fiscal Year, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in AV starting in 2019, Gross Tax Increment, and Net Tax Increment (City [1], City EIFD, County [1], County EIFD, Total EIFD). Rows range from 2017 to 2061.

Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.

[2] See Table B-4 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.

In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

[3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table B-2 and Table B-3 for more details.

Table B-3
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Annexation Area (Real \$)

Manteca Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2019	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation	City EIFD	County [1]	County EIFD Allocation	County EIFD	Total EIFD
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	g=f*6.63%	h	i=g*h	j=f*26.51%	k	l=j*k	m=i+l
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	\$0
2018	\$0	\$0	\$36,000,000	\$36,000,000	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	\$0
2019	\$36,000,000	\$1,080,000	\$27,000,000	\$64,080,000	\$28,080,000	\$280,800	\$18,612	34%	\$6,328	\$74,448	34%	\$25,312	\$31,640
2020	\$64,080,000	\$1,922,400	\$0	\$66,002,400	\$30,002,400	\$300,024	\$19,886	34%	\$6,761	\$79,544	34%	\$27,045	\$33,806
2021	\$66,002,400	\$1,980,072	\$0	\$67,982,472	\$31,982,472	\$319,825	\$21,199	34%	\$7,208	\$84,794	34%	\$28,830	\$36,038
2022	\$67,982,472	\$2,039,474	\$0	\$70,021,946	\$34,021,946	\$340,219	\$22,550	34%	\$7,667	\$90,201	34%	\$30,668	\$38,336
2023	\$70,021,946	\$2,100,658	\$0	\$72,122,605	\$36,122,605	\$361,226	\$23,943	34%	\$8,141	\$95,771	34%	\$32,562	\$40,703
2024	\$72,122,605	\$2,163,678	\$0	\$74,286,283	\$38,286,283	\$382,863	\$25,377	34%	\$8,628	\$101,507	34%	\$34,512	\$43,141
2025	\$74,286,283	\$2,228,568	\$0	\$76,514,871	\$40,514,871	\$405,149	\$26,854	34%	\$9,130	\$107,416	34%	\$36,521	\$45,652
2026	\$76,514,871	\$2,295,446	\$0	\$78,810,317	\$42,810,317	\$428,103	\$28,375	28%	\$7,945	\$113,502	28%	\$31,780	\$39,726
2027	\$78,810,317	\$2,364,310	\$0	\$81,174,627	\$45,174,627	\$451,746	\$29,943	28%	\$8,384	\$119,770	28%	\$33,536	\$41,920
2028	\$81,174,627	\$2,435,239	\$0	\$83,609,866	\$47,609,866	\$476,099	\$31,557	28%	\$8,836	\$126,227	28%	\$35,343	\$44,179
2029	\$83,609,866	\$2,508,296	\$0	\$86,118,162	\$50,118,162	\$501,182	\$33,219	28%	\$9,301	\$132,877	28%	\$37,206	\$46,507
2030	\$86,118,162	\$2,583,545	\$0	\$88,701,706	\$52,701,706	\$527,017	\$34,932	28%	\$9,781	\$139,727	28%	\$39,123	\$48,904
2031	\$88,701,706	\$2,661,051	\$0	\$91,362,758	\$55,362,758	\$553,628	\$36,695	28%	\$10,275	\$146,782	28%	\$41,099	\$51,374
2032	\$91,362,758	\$2,740,883	\$0	\$94,103,640	\$58,103,640	\$581,036	\$38,512	28%	\$10,783	\$154,048	28%	\$43,134	\$53,917
2033	\$94,103,640	\$2,823,109	\$0	\$96,926,750	\$60,926,750	\$609,267	\$40,383	28%	\$11,307	\$161,533	28%	\$45,229	\$56,537
2034	\$96,926,750	\$2,907,802	\$0	\$99,834,552	\$63,834,552	\$638,346	\$42,311	28%	\$11,847	\$169,243	28%	\$47,388	\$59,235
2035	\$99,834,552	\$2,995,037	\$36,000,000	\$138,829,589	\$102,829,589	\$1,028,296	\$68,157	28%	\$19,084	\$272,629	28%	\$76,336	\$95,420
2036	\$138,829,589	\$4,164,888	\$36,000,000	\$178,994,476	\$142,994,476	\$1,429,945	\$94,779	28%	\$26,538	\$379,117	28%	\$106,153	\$132,691
2037	\$178,994,476	\$5,369,834	\$36,000,000	\$220,364,311	\$184,364,311	\$1,843,643	\$122,200	28%	\$34,216	\$488,800	28%	\$136,864	\$171,080
2038	\$220,364,311	\$6,610,929	\$36,000,000	\$262,975,240	\$226,975,240	\$2,269,752	\$150,443	28%	\$42,124	\$601,773	28%	\$168,496	\$210,621
2039	\$262,975,240	\$7,889,257	\$36,000,000	\$306,864,497	\$270,864,497	\$2,708,645	\$179,534	28%	\$50,269	\$718,135	28%	\$201,078	\$251,347
2040	\$306,864,497	\$9,205,935	\$36,000,000	\$352,070,432	\$316,070,432	\$3,160,704	\$209,497	28%	\$58,659	\$837,988	28%	\$234,637	\$293,296
2041	\$352,070,432	\$10,562,113	\$36,000,000	\$398,632,545	\$362,632,545	\$3,626,325	\$240,359	28%	\$67,301	\$961,437	28%	\$269,202	\$336,503
2042	\$398,632,545	\$11,958,976	\$36,000,000	\$446,591,521	\$410,591,521	\$4,105,915	\$272,147	28%	\$76,201	\$1,088,589	28%	\$304,805	\$381,006
2043	\$446,591,521	\$13,397,746	\$36,000,000	\$495,989,267	\$459,989,267	\$4,599,893	\$304,889	28%	\$85,369	\$1,219,556	28%	\$341,476	\$426,845
2044	\$495,989,267	\$14,879,678	\$36,000,000	\$546,868,945	\$510,868,945	\$5,108,889	\$338,613	28%	\$94,812	\$1,354,452	28%	\$379,247	\$474,058
2045	\$546,868,945	\$16,406,068	\$36,000,000	\$599,275,013	\$563,275,013	\$5,632,750	\$373,349	28%	\$104,538	\$1,493,395	28%	\$418,151	\$522,688
2046	\$599,275,013	\$17,978,250	\$36,000,000	\$653,253,264	\$617,253,264	\$6,172,533	\$409,126	28%	\$114,555	\$1,636,506	28%	\$458,222	\$572,777
2047	\$653,253,264	\$19,597,598	\$36,000,000	\$708,850,862	\$672,850,862	\$6,728,509	\$445,977	28%	\$124,874	\$1,783,910	28%	\$499,495	\$624,368
2048	\$708,850,862	\$21,265,526	\$27,450,000	\$757,566,387	\$721,566,387	\$7,215,664	\$478,267	28%	\$133,915	\$1,913,068	28%	\$535,659	\$669,574
2049	\$757,566,387	\$22,726,992	\$0	\$780,293,379	\$744,293,379	\$7,442,934	\$493,331	28%	\$138,133	\$1,973,323	28%	\$552,531	\$690,663
2050	\$780,293,379	\$23,408,801	\$0	\$803,702,180	\$767,702,180	\$7,677,022	\$508,847	28%	\$142,477	\$2,035,387	28%	\$569,908	\$712,385
2051	\$803,702,180	\$24,111,065	\$0	\$827,813,246	\$791,813,246	\$7,918,132	\$524,828	28%	\$146,952	\$2,099,312	28%	\$587,807	\$734,759
2052	\$827,813,246	\$24,834,397	\$0	\$852,647,643	\$816,647,643	\$8,166,476	\$541,289	28%	\$151,561	\$2,165,154	28%	\$606,243	\$757,804
2053	\$852,647,643	\$25,579,429	\$0	\$878,227,073	\$842,227,073	\$8,422,271	\$558,243	28%	\$156,308	\$2,232,972	28%	\$625,232	\$781,540
2054	\$878,227,073	\$26,346,812	\$0	\$904,573,885	\$868,573,885	\$8,685,739	\$575,706	28%	\$161,198	\$2,302,825	28%	\$644,791	\$805,989
2055	\$904,573,885	\$27,137,217	\$0	\$931,711,101	\$895,711,101	\$8,957,111	\$593,693	28%	\$166,234	\$2,374,773	28%	\$664,936	\$831,171
2056	\$931,711,101	\$27,951,333	\$0	\$959,662,434	\$923,662,434	\$9,236,624	\$612,220	28%	\$171,422	\$2,448,879	28%	\$685,686	\$857,108
2057	\$959,662,434	\$28,789,873	\$0	\$988,452,307	\$952,452,307	\$9,524,523	\$631,302	28%	\$176,765	\$2,525,209	28%	\$707,059	\$883,823
2058	\$988,452,307	\$29,653,569	\$0	\$1,018,105,877	\$982,105,877	\$9,821,059	\$650,957	28%	\$182,268	\$2,603,829	28%	\$729,072	\$911,340
2059	\$1,018,105,877	\$30,543,176	\$0	\$1,048,649,053	\$1,012,649,053	\$10,126,491	\$671,202	28%	\$187,936	\$2,684,807	28%	\$751,746	\$939,682
2060	\$1,048,649,053	\$31,459,472	\$0	\$1,080,108,524	\$1,044,108,524	\$10,441,085	\$692,054	28%	\$193,775	\$2,768,215	28%	\$775,100	\$968,875
2061	\$1,080,108,524	\$32,403,256	\$0	\$1,112,511,780	\$1,076,511,780	\$10,765,118	\$713,531	28%	\$199,789	\$2,854,124	28%	\$799,155	\$998,944

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table B-5 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.
In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

Table B-4
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Existing City (2016 and Real \$)

Manteca
Existing City

Assessed Value of New Development [1]									
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Industrial	Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
Assumption	AV per Dwelling Unit		AV per Bldg. Sq. Ft.						
	\$ 450,000	\$ 180,000	\$ 200	\$ 85					
2018	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	1.061	\$38,192,400
2019	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	1.093	\$39,338,172
2020	\$62,550,000	\$5,040,000	\$67,590,000	\$0	\$0	\$0	\$67,590,000	1.126	\$76,073,140
2021	\$36,000,000	\$14,400,000	\$50,400,000	\$0	\$0	\$0	\$50,400,000	1.159	\$58,427,413
2022	\$45,000,000	\$28,800,000	\$73,800,000	\$0	\$0	\$0	\$73,800,000	1.194	\$88,121,059
2023	\$72,000,000	\$16,560,000	\$88,560,000	\$0	\$0	\$0	\$88,560,000	1.230	\$108,917,630
2024	\$72,000,000	\$13,140,000	\$85,140,000	\$10,000,000	\$4,250,000	\$14,250,000	\$99,390,000	1.267	\$125,904,278
2025	\$48,150,000	\$0	\$48,150,000	\$10,000,000	\$4,250,000	\$14,250,000	\$62,400,000	1.305	\$81,417,847
2026	\$36,000,000	\$0	\$36,000,000	\$10,000,000	\$4,250,000	\$14,250,000	\$50,250,000	1.344	\$67,531,798
2027	\$36,000,000	\$0	\$36,000,000	\$10,000,000	\$4,250,000	\$14,250,000	\$50,250,000	1.384	\$69,557,752
2028	\$36,000,000	\$0	\$36,000,000	\$10,000,000	\$4,250,000	\$14,250,000	\$50,250,000	1.426	\$71,644,485
2029	\$36,000,000	\$0	\$36,000,000	\$10,000,000	\$4,250,000	\$14,250,000	\$50,250,000	1.469	\$73,793,819
2030	\$69,750,000	\$0	\$69,750,000	\$10,000,000	\$4,935,355	\$14,935,355	\$84,685,355	1.513	\$128,094,198
2031	\$36,000,000	\$0	\$36,000,000	\$10,000,000	\$0	\$10,000,000	\$46,000,000	1.558	\$71,666,501
2032	\$36,000,000	\$0	\$36,000,000	\$20,000,000	\$0	\$20,000,000	\$56,000,000	1.605	\$89,863,561
2033	\$33,750,000	\$0	\$33,750,000	\$20,000,000	\$0	\$20,000,000	\$53,750,000	1.653	\$88,840,560
2034	\$0	\$0	\$0	\$20,000,000	\$0	\$20,000,000	\$20,000,000	1.702	\$34,048,661
2035	\$36,000,000	\$0	\$36,000,000	\$13,976,800	\$0	\$13,976,800	\$49,976,800	1.754	\$87,634,621
2036	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	1.806	\$148,101,121
2037	\$72,000,000	\$0	\$72,000,000	\$12,441,200	\$0	\$12,441,200	\$84,441,200	1.860	\$157,085,506
2038	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	1.916	\$157,120,480
2039	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	1.974	\$161,834,094
2040	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	2.033	\$166,689,117
2041	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	2.094	\$171,689,790
2042	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	2.157	\$176,840,484
2043	\$72,000,000	\$0	\$72,000,000	\$10,000,000	\$0	\$10,000,000	\$82,000,000	2.221	\$182,145,698
2044	\$52,200,000	\$0	\$52,200,000	\$2,987,760	\$0	\$2,987,760	\$55,187,760	2.288	\$126,265,603
2045	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	2.357	\$84,836,358
2046	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	2.427	\$87,381,449
2047	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	2.500	\$90,002,892
2048	\$36,000,000	\$0	\$36,000,000	\$0	\$0	\$0	\$36,000,000	2.575	\$92,702,979
2049	\$19,350,000	\$0	\$19,350,000	\$0	\$0	\$0	\$19,350,000	2.652	\$51,322,687
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.732	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.814	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.898	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.985	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.075	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.167	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.262	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.360	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.461	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.565	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.671	\$0

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table B-5
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Annexation Areas (2016 and Real \$)

Manteca
Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]		AV per Bldg, Sq. Ft.				Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Single Family Low Density	Multifamily Residential	Retail	Industrial	Subtotal	Nonres.				
Assumption	AV per Dwelling Unit	AV per Dwelling Unit	AV per Bldg, Sq. Ft.	AV per Bldg, Sq. Ft.	AV per Bldg, Sq. Ft.	AV per Bldg, Sq. Ft.				
	\$ 450,000	\$ 180,000	\$ 200	\$ 85						
2018	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.061	\$36,000,000	
2019	\$27,000,000	\$0	\$0	\$0	\$0	\$0	\$27,000,000	1.093	\$27,000,000	
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.126	\$0	
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.159	\$0	
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.194	\$0	
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.230	\$0	
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.267	\$0	
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.305	\$0	
2026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.344	\$0	
2027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.384	\$0	
2028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.426	\$0	
2029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.469	\$0	
2030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.513	\$0	
2031	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.558	\$0	
2032	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.605	\$0	
2033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.653	\$0	
2034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.702	\$0	
2035	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.754	\$36,000,000	
2036	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.806	\$36,000,000	
2037	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.860	\$36,000,000	
2038	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.916	\$36,000,000	
2039	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	1.974	\$36,000,000	
2040	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.033	\$36,000,000	
2041	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.094	\$36,000,000	
2042	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.157	\$36,000,000	
2043	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.221	\$36,000,000	
2044	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.288	\$36,000,000	
2045	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.357	\$36,000,000	
2046	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.427	\$36,000,000	
2047	\$36,000,000	\$0	\$0	\$0	\$0	\$0	\$36,000,000	2.500	\$36,000,000	
2048	\$27,450,000	\$0	\$0	\$0	\$0	\$0	\$27,450,000	2.575	\$27,450,000	
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.652	\$0	
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.732	\$0	
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.814	\$0	
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.898	\$0	
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.985	\$0	
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.075	\$0	
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.167	\$0	
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.262	\$0	
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.360	\$0	
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.461	\$0	
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.565	\$0	
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.671	\$0	

Source: San Joaquin County, City of Manteca, LWA, EPS.
 [1] Calculated as annual projected dwelling units/bldg sq. ft. multiplied by AV per dwelling unit/bldg sq. ft. See Table B-6 for development projections.
 [2] Based on a 3 percent annual growth factor.

AV/Year 2010

Table B-6
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Incremental Development Projections - Manteca

Manteca

Fiscal Year Ending	Existing City						Annexation Area					
	Dwelling Units			Building Square Feet			Dwelling Units			Building Square Feet		
	Low Density Residential	High Density Residential	TOTAL	Retail	Industrial	Total	Low Density Residential	High Density Residential	TOTAL	Retail	Industrial	Total
2018	80	-	80	-	-	-	80	-	80	-	-	-
2019	80	-	80	-	-	-	60	-	60	-	-	-
2020	139	28	167	-	-	-	-	-	-	-	-	-
2021	80	80	160	-	-	-	-	-	-	-	-	-
2022	100	160	260	-	-	-	-	-	-	-	-	-
2023	160	92	252	-	-	-	-	-	-	-	-	-
2024	160	73	233	50,000	50,000	100,000	-	-	-	-	-	-
2025	107	-	107	50,000	50,000	100,000	-	-	-	-	-	-
2026	80	-	80	50,000	50,000	100,000	-	-	-	-	-	-
2027	80	-	80	50,000	50,000	100,000	-	-	-	-	-	-
2028	80	-	80	50,000	50,000	100,000	-	-	-	-	-	-
2029	80	-	80	50,000	50,000	100,000	-	-	-	-	-	-
2030	155	-	155	50,000	58,063	108,063	-	-	-	-	-	-
2031	80	-	80	50,000	-	50,000	-	-	-	-	-	-
2032	80	-	80	100,000	-	100,000	-	-	-	-	-	-
2033	75	-	75	100,000	-	100,000	-	-	-	-	-	-
2034	-	-	-	100,000	-	100,000	-	-	-	-	-	-
2035	80	-	80	69,884	-	69,884	80	-	80	-	-	-
2036	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2037	160	-	160	62,206	-	62,206	80	-	80	-	-	-
2038	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2039	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2040	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2041	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2042	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2043	160	-	160	50,000	-	50,000	80	-	80	-	-	-
2044	116	-	116	14,939	-	14,939	80	-	80	-	-	-
2045	80	-	80	-	-	-	80	-	80	-	-	-
2046	80	-	80	-	-	-	80	-	80	-	-	-
2047	80	-	80	-	-	-	80	-	80	-	-	-
2048	80	-	80	-	-	-	61	-	61	-	-	-
2049	43	-	43	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-	-	-
Total	3,455	433	3,888	1,197,029	358,063	1,555,092	1,241	-	1,241	-	-	-

Source: San Joaquin County; City of Manteca; LWA; EPS.

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APPENDIX C:
City of Stockton



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Table C-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton (Real \$)

Stockton

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2019	Gross Tax Increment	Net Tax Increment					
							City			County		Total EIFD
							City [1]	EIFD	County [1]	EIFD	County [1]	
<i>Formula</i>	<i>a</i>	<i>b=a*3.0%</i>	<i>c</i>	<i>d=a+b+c</i>	<i>e</i>	<i>f=e*1.0%</i>	<i>g</i>	<i>h=g*34%</i>	<i>i</i>	<i>j=i*34%</i>	<i>k</i>	
2017	\$1,164,851,051	\$34,945,532	\$0	\$1,199,796,583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$1,199,796,583	\$35,993,897	\$0	\$1,235,790,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$1,235,790,480	\$37,073,714	\$0	\$1,272,864,194	\$37,073,714	\$370,737	\$62,412	\$21,220	\$76,013	\$25,844	\$87,864	\$47,064
2020	\$1,272,864,194	\$38,185,926	\$29,263,229	\$1,340,313,349	\$104,522,869	\$1,045,229	\$175,958	\$59,826	\$214,305	\$72,864	\$87,864	\$132,690
2021	\$1,340,313,349	\$40,209,400	\$61,858,865	\$1,442,381,614	\$206,591,134	\$2,065,911	\$347,785	\$118,247	\$423,578	\$144,017	\$175,958	\$262,263
2022	\$1,442,381,614	\$43,271,448	\$123,632,175	\$1,609,285,238	\$373,494,758	\$3,734,948	\$628,758	\$213,778	\$765,784	\$260,366	\$347,785	\$474,144
2023	\$1,609,285,238	\$48,278,557	\$38,126,090	\$1,695,689,885	\$459,899,405	\$4,598,994	\$774,215	\$263,233	\$942,941	\$320,600	\$432,541	\$583,833
2024	\$1,695,689,885	\$50,870,697	\$39,269,873	\$1,785,830,454	\$550,039,974	\$5,500,400	\$925,962	\$314,827	\$1,127,758	\$383,438	\$514,320	\$698,265
2025	\$1,785,830,454	\$53,574,914	\$26,861,366	\$1,866,266,733	\$630,476,253	\$6,304,763	\$1,061,372	\$360,866	\$1,292,678	\$439,511	\$593,167	\$800,377
2026	\$1,866,266,733	\$55,988,002	\$43,005,324	\$1,965,260,059	\$729,469,579	\$7,294,696	\$1,228,021	\$343,846	\$1,495,646	\$418,781	\$561,027	\$762,627
2027	\$1,965,260,059	\$58,957,802	\$51,216,653	\$2,075,434,514	\$839,644,034	\$8,396,440	\$1,406,848	\$393,917	\$1,727,370	\$483,664	\$654,031	\$877,581
2028	\$2,075,434,514	\$62,263,035	\$14,257,609	\$2,151,955,158	\$916,164,678	\$9,161,647	\$1,528,621	\$428,014	\$1,890,442	\$529,324	\$722,116	\$957,338
2029	\$2,151,955,158	\$64,558,655	\$14,685,337	\$2,231,199,150	\$995,408,670	\$9,954,087	\$1,654,562	\$463,277	\$2,059,464	\$576,650	\$784,314	\$1,039,927
2030	\$2,231,199,150	\$66,935,975	\$15,125,897	\$2,313,261,022	\$1,077,470,542	\$10,774,705	\$1,784,812	\$499,747	\$2,234,646	\$625,701	\$857,348	\$1,125,448
2031	\$2,313,261,022	\$69,397,831	\$15,579,674	\$2,398,238,527	\$1,162,448,047	\$11,624,480	\$1,919,515	\$537,464	\$2,416,204	\$676,537	\$918,701	\$1,214,001
2032	\$2,398,238,527	\$71,947,156	\$39,154,837	\$2,509,340,520	\$1,273,550,039	\$12,735,500	\$2,097,723	\$587,362	\$2,651,742	\$742,488	\$1,019,250	\$1,329,850
2033	\$2,509,340,520	\$75,280,216	\$40,329,482	\$2,624,950,217	\$1,389,159,737	\$13,891,597	\$2,283,023	\$639,246	\$2,896,958	\$811,148	\$1,080,304	\$1,450,395
2034	\$2,624,950,217	\$78,748,507	\$41,539,367	\$2,745,238,091	\$1,509,447,611	\$15,094,476	\$2,475,680	\$693,190	\$3,152,220	\$882,622	\$1,167,842	\$1,575,812
2035	\$2,745,238,091	\$82,357,143	\$42,785,548	\$2,870,380,781	\$1,634,590,301	\$16,345,903	\$2,675,970	\$749,272	\$3,417,910	\$957,015	\$1,270,827	\$1,706,287
2036	\$2,870,380,781	\$86,111,423	\$44,069,114	\$3,000,561,318	\$1,764,770,838	\$17,647,708	\$2,884,177	\$807,570	\$3,694,424	\$1,034,439	\$1,343,868	\$1,842,008
2037	\$3,000,561,318	\$90,016,840	\$45,391,188	\$3,135,989,346	\$1,900,178,866	\$19,001,789	\$3,100,596	\$868,167	\$3,982,173	\$1,115,008	\$1,460,749	\$1,938,175
2038	\$3,135,989,346	\$94,079,800	\$24,679,412	\$3,254,727,838	\$2,018,937,358	\$20,189,374	\$3,288,372	\$920,744	\$4,236,323	\$1,186,170	\$1,502,343	\$2,106,915
2039	\$3,254,727,838	\$97,641,835	\$19,735,865	\$3,372,105,538	\$2,136,315,058	\$21,363,151	\$3,473,183	\$972,491	\$4,488,204	\$1,256,697	\$1,613,401	\$2,229,188
2040	\$3,372,105,538	\$101,163,166	\$20,327,941	\$3,493,596,645	\$2,257,806,165	\$22,578,062	\$3,664,251	\$1,025,990	\$4,749,104	\$1,329,749	\$1,703,198	\$2,355,740
2041	\$3,493,596,645	\$104,807,899	\$19,777,473	\$3,618,182,018	\$2,382,391,538	\$23,823,915	\$3,859,832	\$1,080,753	\$5,016,960	\$1,404,749	\$1,845,498	\$2,485,502
2042	\$3,618,182,018	\$108,545,461	\$10,782,956	\$3,737,510,434	\$2,501,719,954	\$25,017,200	\$4,045,837	\$1,132,834	\$5,274,675	\$1,476,909	\$1,928,808	\$2,609,743
2043	\$3,737,510,434	\$112,125,313	\$11,106,445	\$3,860,742,193	\$2,624,951,713	\$26,249,517	\$4,237,655	\$1,186,544	\$5,541,056	\$1,551,496	\$2,070,304	\$2,738,039
2044	\$3,860,742,193	\$115,822,266	\$11,439,638	\$3,988,004,097	\$2,752,213,617	\$27,522,136	\$4,435,470	\$1,241,932	\$5,816,393	\$1,628,590	\$2,140,894	\$2,870,522
2045	\$3,988,004,097	\$119,640,123	\$11,782,828	\$4,119,427,047	\$2,883,636,567	\$28,836,366	\$4,639,467	\$1,299,051	\$6,100,983	\$1,708,275	\$2,249,169	\$3,007,326
2046	\$4,119,427,047	\$123,582,811	\$12,136,312	\$4,255,146,171	\$3,019,355,691	\$30,193,557	\$4,849,839	\$1,357,955	\$6,395,134	\$1,790,637	\$2,349,805	\$3,148,592
2047	\$4,255,146,171	\$127,654,385	\$12,500,402	\$4,395,300,958	\$3,159,510,478	\$31,595,105	\$5,066,786	\$1,418,700	\$6,699,162	\$1,875,765	\$2,471,570	\$3,294,465
2048	\$4,395,300,958	\$131,859,029	\$12,875,414	\$4,540,035,400	\$3,304,244,920	\$33,042,449	\$5,290,513	\$1,481,344	\$7,013,395	\$1,963,751	\$2,615,321	\$3,445,094
2049	\$4,540,035,400	\$136,201,062	\$13,261,676	\$4,689,498,138	\$3,453,707,658	\$34,537,077	\$5,521,230	\$1,545,944	\$7,338,173	\$2,054,689	\$2,740,378	\$3,600,633
2050	\$4,689,498,138	\$140,684,944	\$13,659,526	\$4,843,842,609	\$3,608,052,129	\$36,080,521	\$5,759,157	\$1,612,564	\$7,673,845	\$2,148,677	\$2,892,065	\$3,761,241
2051	\$4,843,842,609	\$145,315,278	\$14,069,312	\$5,003,227,200	\$3,767,436,720	\$37,674,367	\$6,004,518	\$1,681,265	\$8,020,773	\$2,245,817	\$3,037,882	\$3,927,082
2052	\$5,003,227,200	\$150,096,816	\$14,491,392	\$5,167,815,407	\$3,932,024,927	\$39,320,249	\$6,257,545	\$1,752,113	\$8,379,330	\$2,346,212	\$3,184,094	\$4,098,325
2053	\$5,167,815,407	\$155,034,462	\$14,926,133	\$5,337,776,003	\$4,101,985,523	\$41,019,855	\$6,518,478	\$1,825,174	\$8,749,901	\$2,449,972	\$3,334,066	\$4,275,146
2054	\$5,337,776,003	\$160,133,280	\$15,373,917	\$5,513,283,200	\$4,277,492,720	\$42,774,927	\$6,787,562	\$1,900,517	\$9,132,884	\$2,557,208	\$3,491,274	\$4,457,725
2055	\$5,513,283,200	\$165,398,496	\$15,835,135	\$5,694,516,831	\$4,458,726,351	\$44,587,264	\$7,065,052	\$1,978,215	\$9,528,691	\$2,668,034	\$3,666,308	\$4,646,248
2056	\$5,694,516,831	\$170,835,505	\$16,310,189	\$5,881,662,525	\$4,645,872,045	\$46,458,720	\$7,351,211	\$2,058,339	\$9,937,747	\$2,782,566	\$3,849,314	\$4,840,908
2057	\$5,881,662,525	\$176,449,876	\$15,934,468	\$6,074,046,869	\$4,838,256,389	\$48,382,564	\$7,645,683	\$2,140,791	\$10,357,987	\$2,900,236	\$3,959,543	\$5,041,028
2058	\$6,074,046,869	\$182,221,406	\$0	\$6,256,268,275	\$5,020,477,795	\$50,204,778	\$7,937,465	\$2,222,490	\$10,744,740	\$3,008,527	\$4,118,267	\$5,231,017
2059	\$6,256,268,275	\$187,688,048	\$0	\$6,443,956,324	\$5,208,165,844	\$52,081,658	\$8,238,000	\$2,306,640	\$11,143,095	\$3,120,067	\$4,238,334	\$5,426,707
2060	\$6,443,956,324	\$193,318,690	\$0	\$6,637,275,013	\$5,401,484,533	\$54,014,845	\$8,547,551	\$2,393,314	\$11,553,401	\$3,234,952	\$4,373,286	\$5,628,267
2061	\$6,637,275,013	\$199,118,250	\$0	\$6,836,393,264	\$5,600,602,784	\$56,006,028	\$8,866,390	\$2,482,589	\$11,976,016	\$3,353,285	\$4,526,571	\$5,835,874

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.
 [2] See Table C-4 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.
 In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table C-2 and Table C-3 for more details.

Table C-3
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Annexation Area (Real \$)

Table with columns: Fiscal Year, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in AV starting in 2019, Gross Tax Increment, Net Tax Increment (City [1], City EIFD Allocation, City EIFD, County [1], County EIFD Allocation, County EIFD), Total EIFD. Includes formulas and data rows from 2017 to 2061.

ft ann

Source: San Joaquin County; City of Stockton; LWA; EPS.

- [1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table C-5 for new AV added to roll from 2017-18 on. It is assumed that new AV is added to roll in year after development occurs.
In 2016-17 and 2017-18 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

Table C-4
 RD 17 Area Finance Plan Implementation
 EIFD Revenue Analysis
 Assessed Value of New Development - Stockton Existing City (2016 and Real \$)

Stockton
Existing City

Assessed Value of New Development [1]									
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Industrial	Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
AV per Dwelling Unit			AV per Bldg. Sq. Ft.						
Assumption	\$ 325,000	\$ 180,000		\$ 200	\$ 0				
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.061	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.093	\$0
2020	\$26,000,000	\$0	\$26,000,000	\$0	\$0	\$0	\$26,000,000	1.126	\$29,263,229
2021	\$26,000,000	\$27,360,000	\$53,360,000	\$0	\$0	\$0	\$53,360,000	1.159	\$61,858,865
2022	\$26,000,000	\$27,540,000	\$53,540,000	\$50,000,000	\$0	\$50,000,000	\$103,540,000	1.194	\$123,632,175
2023	\$26,000,000	\$0	\$26,000,000	\$5,000,000	\$0	\$5,000,000	\$31,000,000	1.230	\$38,126,090
2024	\$26,000,000	\$0	\$26,000,000	\$5,000,000	\$0	\$5,000,000	\$31,000,000	1.267	\$39,269,873
2025	\$15,587,000	\$0	\$15,587,000	\$5,000,000	\$0	\$5,000,000	\$20,587,000	1.305	\$26,861,366
2026	\$0	\$27,000,000	\$27,000,000	\$5,000,000	\$0	\$5,000,000	\$32,000,000	1.344	\$43,005,324
2027	\$0	\$27,000,000	\$27,000,000	\$5,000,000	\$0	\$5,000,000	\$32,000,000	1.384	\$44,295,484
2028	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.426	\$7,128,804
2029	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.469	\$7,342,669
2030	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.513	\$7,562,949
2031	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.558	\$7,789,837
2032	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.605	\$31,131,305
2033	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.653	\$32,065,244
2034	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.702	\$33,027,201
2035	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.754	\$34,018,017
2036	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.806	\$35,038,558
2037	\$0	\$14,400,000	\$14,400,000	\$5,000,000	\$0	\$5,000,000	\$19,400,000	1.860	\$36,089,715
2038	\$0	\$2,880,000	\$2,880,000	\$5,000,000	\$0	\$5,000,000	\$7,880,000	1.916	\$15,098,895
2039	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.974	\$9,867,933
2040	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.033	\$10,163,971
2041	\$0	\$0	\$0	\$4,445,831	\$0	\$4,445,831	\$4,445,831	2.094	\$9,308,583
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.157	\$0
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.221	\$0
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.288	\$0
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.357	\$0
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.427	\$0
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.500	\$0
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.575	\$0
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.652	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.732	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.814	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.898	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.985	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.075	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.167	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.262	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.360	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.461	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.565	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.671	\$0

Source: San Joaquin County; City of Stockton; LWA; EPS.

av st ex

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
 [2] Based on a 3 percent annual growth factor.

Table C-5
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Annexation Areas (2016 and Real \$)

Stockton
Annexation Area

Assessed Value of New Development [1]									
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Industrial	Subtotal Nonres.	Total (2016\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
Assumption	AV per Dwelling Unit		AV per Bldg. Sq. Ft.						
	\$ 325,000	\$ 180,000	\$ 200	\$ 85					
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.061	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.093	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.126	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.159	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.194	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.230	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.267	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.305	\$0
2026	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.344	\$0
2027	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.384	\$6,921,169
2028	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.426	\$7,128,804
2029	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.469	\$7,342,669
2030	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.513	\$7,562,949
2031	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.558	\$7,789,837
2032	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.605	\$8,023,532
2033	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.653	\$8,264,238
2034	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.702	\$8,512,165
2035	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.754	\$8,767,530
2036	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.806	\$9,030,556
2037	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.860	\$9,301,473
2038	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.916	\$9,580,517
2039	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	1.974	\$9,867,933
2040	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.033	\$10,163,971
2041	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.094	\$10,468,890
2042	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.157	\$10,782,956
2043	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.221	\$11,106,445
2044	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.288	\$11,439,638
2045	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.357	\$11,782,828
2046	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.427	\$12,136,312
2047	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.500	\$12,500,402
2048	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.575	\$12,875,414
2049	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.652	\$13,261,676
2050	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.732	\$13,659,526
2051	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.814	\$14,069,312
2052	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.898	\$14,491,392
2053	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	2.985	\$14,926,133
2054	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	3.075	\$15,373,917
2055	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	3.167	\$15,835,135
2056	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,000,000	3.262	\$16,310,189
2057	\$0	\$0	\$0	\$4,742,544	\$0	\$4,742,544	\$4,742,544	3.360	\$15,934,468
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.461	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.565	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.671	\$0

av st ann

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.

[2] Based on a 3 percent annual growth factor.

Table C-6
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Incremental Development Projections - Stockton

Stockton

Fiscal Year Ending	Existing City						Annexation Area					
	Dwelling Units			Building Square Feet			Dwelling Units			Building Square Feet		
	Low Density Residential	High Density Residential	TOTAL	Retail	Industrial	Total	Low Density Residential	High Density Residential	TOTAL	Retail	Industrial	Total
2018	-	-	-	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-	-	-	-
2020	80	-	80	-	-	-	-	-	-	-	-	-
2021	80	152	232	-	-	-	-	-	-	-	-	-
2022	80	153	233	250,000	-	250,000	-	-	-	-	-	-
2023	80	-	80	25,000	-	25,000	-	-	-	-	-	-
2024	80	-	80	25,000	-	25,000	-	-	-	-	-	-
2025	48	-	48	25,000	-	25,000	-	-	-	-	-	-
2026	-	150	150	25,000	-	25,000	-	-	-	-	-	-
2027	-	150	150	25,000	-	25,000	-	-	25,000	-	25,000	-
2028	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2029	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2030	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2031	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2032	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2033	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2034	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2035	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2036	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2037	-	80	80	25,000	-	25,000	-	-	25,000	-	25,000	-
2038	-	16	16	25,000	-	25,000	-	-	25,000	-	25,000	-
2039	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2040	-	-	-	25,000	-	25,000	-	-	25,000	-	25,000	-
2041	-	-	-	22,229	-	22,229	-	-	25,000	-	25,000	-
2042	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2043	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2044	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2045	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2046	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2047	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2048	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2049	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2050	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2051	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2052	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2053	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2054	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2055	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2056	-	-	-	-	-	-	-	-	25,000	-	25,000	-
2057	-	-	-	-	-	-	-	-	23,713	-	23,713	-
2058	-	-	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-	-	-
Total	448	1,101	1,549	722,229	-	722,229	-	-	773,713	-	773,713	-

Source: San Joaquin County; City of Stockton; LWA; EPS.

dev st

APPENDIX D:

Unincorporated San Joaquin County



Table D-1 Projected Tax Increment to EIFD—
Unincorporated San Joaquin County..... 35

Table D-2 Estimated Annexation Assessed Value Reduction 36

Table D-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Projected Tax Increment to EIFD within Existing City Boundaries - Unincorporated San Joaquin County (Real \$)

Unincorporated
San Joaquin County

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	Annexation AV		Cumulative Growth in AV starting in 2019	Gross Tax Increment	Net Tax Increment		
			Reduction	Ending AV			County [1]	County EIFD Allocation	County EIFD
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	i=f*21.26%	j	k=j*4
2017	\$510,001,908	\$15,300,057	\$0	\$525,301,965	\$0	\$0	\$0	34%	\$0
2018	\$525,301,965	\$15,759,059	\$0	\$541,061,024	\$0	\$0	\$0	34%	\$0
2019	\$541,061,024	\$16,231,831	\$0	\$557,292,855	\$16,231,831	\$162,318	\$34,514	34%	\$11,735
2020	\$557,292,855	\$16,718,786	\$0	\$574,011,641	\$32,950,616	\$329,506	\$70,064	34%	\$23,822
2021	\$574,011,641	\$17,220,349	\$0	\$591,231,990	\$50,170,966	\$501,710	\$106,680	34%	\$36,271
2022	\$591,231,990	\$17,736,960	\$0	\$608,968,949	\$67,907,925	\$679,079	\$144,394	34%	\$49,094
2023	\$608,968,949	\$18,269,068	\$0	\$627,238,018	\$86,176,994	\$861,770	\$183,240	34%	\$62,302
2024	\$627,238,018	\$18,817,141	\$0	\$646,055,159	\$104,994,134	\$1,049,941	\$223,251	34%	\$75,906
2025	\$646,055,159	\$19,381,655	\$0	\$665,436,813	\$124,375,789	\$1,243,758	\$264,463	34%	\$89,917
2026	\$665,436,813	\$19,963,104	\$0	\$685,399,918	\$144,338,893	\$1,443,389	\$306,911	28%	\$85,935
2027	\$685,399,918	\$20,561,998	(\$2,436,819)	\$703,525,096	\$162,464,072	\$1,624,641	\$345,451	28%	\$96,726
2028	\$703,525,096	\$21,105,753	\$0	\$724,630,849	\$183,569,825	\$1,835,698	\$390,329	28%	\$109,292
2029	\$724,630,849	\$21,738,925	\$0	\$746,369,775	\$205,308,750	\$2,053,088	\$436,553	28%	\$122,235
2030	\$746,369,775	\$22,391,093	\$0	\$768,760,868	\$227,699,844	\$2,276,998	\$484,163	28%	\$135,566
2031	\$768,760,868	\$23,062,826	\$0	\$791,823,694	\$250,762,670	\$2,507,627	\$533,203	28%	\$149,297
2032	\$791,823,694	\$23,754,711	\$0	\$815,578,405	\$274,517,381	\$2,745,174	\$583,713	28%	\$163,440
2033	\$815,578,405	\$24,467,352	\$0	\$840,045,757	\$298,984,733	\$2,989,847	\$635,738	28%	\$178,007
2034	\$840,045,757	\$25,201,373	\$0	\$865,247,130	\$324,186,105	\$3,241,861	\$689,324	28%	\$193,011
2035	\$865,247,130	\$25,957,414	(\$14,293,679)	\$876,910,865	\$335,849,841	\$3,358,498	\$714,125	28%	\$199,955
2036	\$876,910,865	\$26,307,326	\$0	\$903,218,191	\$362,157,167	\$3,621,572	\$770,063	28%	\$215,618
2037	\$903,218,191	\$27,096,546	\$0	\$930,314,737	\$389,253,712	\$3,892,537	\$827,679	28%	\$231,750
2038	\$930,314,737	\$27,909,442	\$0	\$958,224,179	\$417,163,154	\$4,171,632	\$887,024	28%	\$248,367
2039	\$958,224,179	\$28,746,725	\$0	\$986,970,904	\$445,909,880	\$4,459,099	\$948,149	28%	\$265,482
2040	\$986,970,904	\$29,609,127	\$0	\$1,016,580,031	\$475,519,007	\$4,755,190	\$1,011,107	28%	\$283,110
2041	\$1,016,580,031	\$30,497,401	\$0	\$1,047,077,432	\$506,016,408	\$5,060,164	\$1,075,954	28%	\$301,267
2042	\$1,047,077,432	\$31,412,323	\$0	\$1,078,489,755	\$537,428,731	\$5,374,287	\$1,142,747	28%	\$319,969
2043	\$1,078,489,755	\$32,354,693	\$0	\$1,110,844,448	\$569,783,423	\$5,697,834	\$1,211,544	28%	\$339,232
2044	\$1,110,844,448	\$33,325,333	\$0	\$1,144,169,781	\$603,108,757	\$6,031,088	\$1,282,404	28%	\$359,073
2045	\$1,144,169,781	\$34,325,093	\$0	\$1,178,494,875	\$637,433,850	\$6,374,339	\$1,355,390	28%	\$379,509
2046	\$1,178,494,875	\$35,354,846	\$0	\$1,213,849,721	\$672,788,697	\$6,727,887	\$1,430,566	28%	\$400,559
2047	\$1,213,849,721	\$36,415,492	\$0	\$1,250,265,212	\$709,204,188	\$7,092,042	\$1,507,997	28%	\$422,239
2048	\$1,250,265,212	\$37,507,956	\$0	\$1,287,773,169	\$746,712,145	\$7,467,121	\$1,587,751	28%	\$444,570
2049	\$1,287,773,169	\$38,633,195	\$0	\$1,326,406,364	\$785,345,340	\$7,853,453	\$1,669,898	28%	\$467,571
2050	\$1,326,406,364	\$39,792,191	\$0	\$1,366,198,555	\$825,137,531	\$8,251,375	\$1,754,509	28%	\$491,263
2051	\$1,366,198,555	\$40,985,957	\$0	\$1,407,184,511	\$866,123,487	\$8,661,235	\$1,841,659	28%	\$515,664
2052	\$1,407,184,511	\$42,215,535	\$0	\$1,449,400,047	\$908,339,023	\$9,083,390	\$1,931,422	28%	\$540,798
2053	\$1,449,400,047	\$43,482,001	\$0	\$1,492,882,048	\$951,821,024	\$9,518,210	\$2,023,879	28%	\$566,686
2054	\$1,492,882,048	\$44,786,461	\$0	\$1,537,668,510	\$996,607,485	\$9,966,075	\$2,119,110	28%	\$593,351
2055	\$1,537,668,510	\$46,130,055	\$0	\$1,583,798,565	\$1,042,737,541	\$10,427,375	\$2,217,197	28%	\$620,815
2056	\$1,583,798,565	\$47,513,957	\$0	\$1,631,312,522	\$1,090,251,498	\$10,902,515	\$2,318,227	28%	\$649,104
2057	\$1,631,312,522	\$48,939,376	\$0	\$1,680,251,897	\$1,139,190,873	\$11,391,909	\$2,422,288	28%	\$678,241
2058	\$1,680,251,897	\$50,407,557	\$0	\$1,730,659,454	\$1,189,598,430	\$11,895,984	\$2,529,471	28%	\$708,252
2059	\$1,730,659,454	\$51,919,784	\$0	\$1,782,579,238	\$1,241,518,214	\$12,415,182	\$2,639,869	28%	\$739,163
2060	\$1,782,579,238	\$53,477,377	\$0	\$1,836,056,615	\$1,294,995,591	\$12,949,956	\$2,753,579	28%	\$771,002
2061	\$1,836,056,615	\$55,081,698	\$0	\$1,891,138,314	\$1,350,077,289	\$13,500,773	\$2,870,701	28%	\$803,796

ii iii

Source: San Joaquin County; LWA; EPS.

[1] See Table E-1 for Fiscal Year 2016-17 beginning assessed value.

Table D-2
 RD 17 Area Finance Plan Implementation
 EIFD Revenue Analysis
 Estimated Annexation Assessed Value Reduction (2016 and Real \$)

Unincorporated San Joaquin County

Jurisdiction / Project	Fiscal Year Ending [1]	Tax Rate Areas (TRA)	Total TRA Acres	Acres Annexed	Percentage of Acres Annexed	Total TRA Assessed Value (2016\$)	Assessed Value Reduction (2016\$) [2]	Escalation Factor [3]	Escalated Assessed Value Reduction
City of Lathrop South Lathrop Specific Plan	2018	102-004	744	252	33.86%	\$147,440,025	\$49,928,445	1.06	\$52,969,087
City of Manteca Oakwood Shores	2018	102-003 and 102-004	789	26	3.25%	\$149,163,260	\$4,854,835	1.06	\$5,150,495
Future Manteca Annexation Area	2035	102-001 and 102-136	1,707	275	16.13%	-\$50,538,468	\$8,151,485	1.75	\$14,293,679
City of Stockton Future Stockton Annexation Area	2027	102-135 and 102-032	1,597	69	4.33%	\$40,617,157	\$1,760,410	1.38	\$2,436,819

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Source: LWA; EPS.

- [1] It is assumed that the full project acreage will be annexed into the City on the initial year of development for each project.
- [2] Represents the loss of assessed value to the unincorporated San Joaquin County. Potential revenue from the newly developed TRAs within the City is calculated in the potential revenue from each jurisdiction.
- [3] Assumes a 3 percent annual escalation factor.

APPENDIX E:
Supporting Tables for EIFD
Revenue Analysis



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Table E-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Existing Land Use Assessed Value (2016\$)

Land Use	Total Acres	FY 2016/17 Assessed Value		
		Existing Land Value	Existing Land Improvement Value	Total Existing Assessed Value
City of Lathrop				
Residential Land Uses	980	\$370,230,558	\$878,593,739	\$1,248,824,297
Residential	908	\$367,600,440	\$876,029,761	\$1,243,630,201
Rural Residential	73	\$2,630,118	\$2,563,978	\$5,194,096
Nonresidential Land Uses	2,765	\$188,205,577	\$767,676,296	\$955,881,873
Commercial	1,639	\$78,742,792	\$113,030,060	\$191,772,852
Industrial	1,126	\$109,462,785	\$654,646,236	\$764,109,021
Agricultural Land Uses	1,203	\$6,739,902	\$1,669,608	\$8,409,510
Agricultural	1,203	\$6,739,902	\$1,669,608	\$8,409,510
Vacant Land Uses	1,219	\$91,390,335	\$3,738,709	\$95,129,044
Vacant	46	\$926,502	\$2,225	\$928,727
Vacant Commercial	358	\$40,182,348	\$2,117,142	\$42,299,490
Vacant Industrial	397	\$23,375,813	\$1,334,174	\$24,709,987
Vacant Residential	418	\$26,905,672	\$285,168	\$27,190,840
Total All Land Uses	6,167	\$656,566,372	\$1,651,678,352	\$2,308,244,724
City of Manteca				
Residential Land Uses	257	\$110,286,435	\$251,689,748	\$361,976,183
Residential	220	\$109,101,838	\$250,251,012	\$359,352,850
Rural Residential	37	\$1,184,597	\$1,438,736	\$2,623,333
Nonresidential Land Uses	517	\$29,444,637	\$82,500,316	\$111,944,953
Commercial	468	\$25,198,755	\$63,335,323	\$88,534,078
Industrial	48	\$4,245,882	\$19,164,993	\$23,410,875
Agricultural Land Uses	1,057	\$6,383,314	\$1,368,597	\$7,751,911
Agricultural	1,057	\$6,383,314	\$1,368,597	\$7,751,911
Vacant Land Uses	615	\$43,910,440	\$193,406	\$44,103,846
Vacant	-	-	-	-
Vacant Commercial	248	\$14,174,986	\$123,037	\$14,298,023
Vacant Industrial	184	\$21,295,297	\$70,369	\$21,365,666
Vacant Residential	183	\$8,440,157	-	\$8,440,157
Total All Land Uses	2,446	\$190,024,826	\$335,752,067	\$525,776,893

Table E-1
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Existing Land Use Assessed Value (2016\$)

Land Use	Total Acres	FY 2016/17 Assessed Value		
		Existing Land Value	Existing Land Improvement Value	Total Existing Assessed Value
City of Stockton				
Residential Land Uses	930	\$316,918,551	\$813,742,433	\$1,130,660,984
Residential	929	\$316,909,439	\$813,641,895	\$1,130,551,334
Rural Residential	1	\$9,112	\$100,538	\$109,650
Nonresidential Land Uses	205	\$10,207,346	\$16,054,558	\$26,261,904
Commercial	204	\$10,106,860	\$15,898,118	\$26,004,978
Industrial	0	\$100,486	\$156,440	\$256,926
Agricultural Uses	44	\$100,007	\$143,279	\$243,286
Agricultural	44	\$100,007	\$143,279	\$243,286
Vacant Land Uses	88	\$7,495,877	\$189,000	\$7,684,877
Vacant	34	\$58,476	-	\$58,476
Vacant Commercial	24	\$4,839,068	-	\$4,839,068
Vacant Industrial	-	-	-	-
Vacant Residential	30	\$2,598,333	\$189,000	\$2,787,333
Total All Land Uses	1,266	\$334,721,781	\$830,129,270	\$1,164,851,051
Unincorporated County				
Residential Land Uses	1,668	\$106,325,543	\$190,439,390	\$296,764,933
Residential	504	\$71,251,861	\$140,165,313	\$211,417,174
Rural Residential	1,164	\$35,073,682	\$50,274,077	\$85,347,759
Nonresidential Land Uses	2,046	\$44,370,769	\$66,368,756	\$110,739,525
Commercial	1,542	\$17,985,353	\$20,216,306	\$38,201,659
Industrial	504	\$26,385,416	\$46,152,450	\$72,537,866
Agricultural Uses	7,934	\$52,225,562	\$26,058,121	\$78,283,683
Agricultural	7,934	\$52,225,562	\$26,058,121	\$78,283,683
Vacant Land Uses	474	\$23,592,416	\$621,351	\$24,213,767
Vacant	11	\$123,494	-	\$123,494
Vacant Commercial	109	\$5,688,270	\$97,678	\$5,785,948
Vacant Industrial	253	\$10,753,716	\$378,051	\$11,131,767
Vacant Residential	101	\$7,026,936	\$145,622	\$7,172,558
Total All Land Uses	12,121	\$226,514,290	\$283,487,618	\$510,001,908

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Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

**Table E-2
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2015/2016**

TRA [1]	2016-17 Gross Property Tax Revenue			Tax Allocation Percentage	
	City	County	Total	City	County
Lathrop					
7000	\$70,111	\$104,731	\$574,230	12.21%	18.24%
7002	\$4,520	\$6,217	\$34,480	13.11%	18.03%
7007	\$247,087	\$281,189	\$1,982,085	12.47%	14.19%
7008	\$428	\$554	\$3,612	11.85%	15.34%
7010	\$15,699	\$13,808	\$87,033	18.04%	15.87%
7012	\$65,393	\$93,684	\$523,682	12.49%	17.89%
7013	\$121,035	\$108,089	\$672,749	17.99%	16.07%
7014	\$935,002	\$1,675,780	\$8,661,455	10.79%	19.35%
7022	\$68,728	\$97,910	\$553,779	12.41%	17.68%
7029	\$3,968	\$4,950	\$33,785	11.75%	14.65%
7032	\$0	\$0	\$2	14.11%	18.40%
7041	\$64,978	\$72,383	\$425,534	15.27%	17.01%
7043	\$248,222	\$321,722	\$1,898,697	13.07%	16.94%
7046	\$717,122	\$664,675	\$4,098,403	17.50%	16.22%
7047	\$6,337	\$9,027	\$50,749	12.49%	17.79%
7048	\$71,666	\$64,310	\$403,669	17.75%	15.93%
7049	\$80,971	\$71,665	\$448,883	18.04%	15.97%
7071	\$571,972	\$794,075	\$4,408,394	12.97%	18.01%
7074	\$7,999	\$29,638	\$146,080	5.48%	20.29%
Total Lathrop	\$3,301,238	\$4,414,410	\$25,007,300	13.20%	17.65%

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**Table E-2
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2015/2016**

TRA [1]	2016-17 Gross Property Tax Revenue			Tax Allocation Percentage	
	City	County	Total	City	County
Manteca					
TRAs not in RDA					
2000	\$4,509,871	\$6,184,998	\$31,301,644	14.41%	19.76%
2060	\$90,961	\$134,984	\$681,533	13.35%	19.81%
2063	\$141,007	\$244,258	\$1,103,346	12.78%	22.14%
2064	\$2,783	\$4,821	\$21,462	12.97%	22.46%
2087	\$1,265,222	\$1,714,116	\$8,716,830	14.51%	19.66%
2088	\$159,915	\$243,657	\$1,223,149	13.07%	19.92%
Subtotal	\$6,169,758	\$8,526,835	\$43,047,964	14.33%	19.81%
TRAs in RDA					
2005	\$32	\$40	\$630	5.04%	6.34%
2006	\$18	\$30	\$870	2.07%	3.40%
2057	\$489	\$621	\$1,340,337	0.04%	0.05%
2058	\$197	\$250	\$1,193,411	0.02%	0.02%
2059	\$14,405	\$24,954	\$112,420	12.81%	22.20%
2070	\$7,004	\$12,133	\$66,686	10.50%	18.19%
2071	\$415	\$719	\$9,843	4.22%	7.31%
2074	\$26,292	\$34,608	\$551,774	4.77%	6.27%
2076	\$16	\$27	\$19,748	0.08%	0.14%
2077	\$94	\$163	\$784	12.00%	20.79%
2078	\$953	\$8,581	\$40,149	2.37%	21.37%
Subtotal	\$49,916	\$82,125	\$3,336,652	1.50%	2.46%
Total Manteca	\$6,219,674	\$8,608,960	\$46,384,615		
Stockton					
3159	\$129,476	\$152,921	\$758,880	17.06%	20.15%
3206	\$232,854	\$275,003	\$1,364,731	17.06%	20.15%
3238	\$1,735,549	\$2,053,144	\$10,193,453	17.03%	20.14%
3240	\$104,286	\$142,177	\$608,830	17.13%	23.35%
3289	\$83,255	\$97,440	\$485,296	17.16%	20.08%
3312	\$7,192	\$12,459	\$52,088	13.81%	23.92%
3463	\$21,850	\$85,722	\$285,122	7.66%	30.07%
3464	\$182	\$215	\$1,061	17.15%	20.25%
Total Stockton	\$2,314,645	\$2,819,080	\$13,749,463	16.83%	20.50%

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Table E-2
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2015/2016

TRA [1]	2016-17 Gross Property Tax Revenue			Tax Allocation Percentage	
	City	County	Total	City	County
Unincorporated [1]					
102001	\$0	\$228,594	\$1,124,627	0.00%	20.33%
102003	\$0	\$3,514	\$16,805	0.00%	20.91%
102004	\$0	\$323,492	\$1,506,098	0.00%	21.48%
102032	\$0	\$796	\$3,570	0.00%	22.31%
102034	\$0	\$20,087	\$90,146	0.00%	22.28%
102038	\$0	\$27,313	\$123,194	0.00%	22.17%
102041	\$0	\$164	\$766	0.00%	21.43%
102044	\$0	\$5,635	\$30,877	0.00%	18.25%
102049	\$0	\$38,368	\$234,090	0.00%	16.39%
102058	\$0	\$2,671	\$14,482	0.00%	18.45%
102060	\$0	\$205,880	\$946,766	0.00%	21.75%
102065	\$0	\$14,212	\$65,428	0.00%	21.72%
102066	\$0	\$24,483	\$143,447	0.00%	17.07%
102067	\$0	\$42,970	\$194,550	0.00%	22.09%
102073	\$0	\$25,626	\$118,745	0.00%	21.58%
102099	\$0	\$3,393	\$15,650	0.00%	21.68%
102100	\$0	\$10,808	\$54,584	0.00%	19.80%
102108	\$0	\$21	\$101	0.00%	20.81%
102121	\$0	\$17,862	\$79,805	0.00%	22.38%
102135	\$0	\$172,291	\$772,729	0.00%	22.30%
102136	\$0	\$14,804	\$72,951	0.00%	20.29%
102138	\$0	\$142	\$638	0.00%	22.22%
102151	\$0	\$172,705	\$844,843	0.00%	20.44%
102154	\$0	\$13,475	\$62,884	0.00%	21.43%
102159	\$0	\$25,764	\$115,554	0.00%	22.30%
102175	\$0	\$178,997	\$802,456	0.00%	22.31%
102177	\$0	\$46,605	\$209,764	0.00%	22.22%
102178	\$0	\$108,254	\$485,521	0.00%	22.30%
Total Unincorporated	\$0	\$1,728,928	\$8,131,069	0.00%	21.26%
TOTAL	\$11,835,557	\$17,571,378	\$93,272,448		

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Source: San Joaquin County Assessor; San Joaquin County Auditor-Controller; EPS.

[1] For each city, includes all TRAs in the existing city boundary within the RD17 boundary. This differs from the allocations used in the individual City fiscal impact analyses because those analyses include only the allocation for TRAs with anticipated development.

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City of
Lathrop

Table E-3
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Lathrop Annexation Area

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF	Adjusted Existing Base Revenue [1]	Property Tax Sharing Agreement [2]	Newly Created TRA [3]:	
					Base Revenue	Post-ERAF Distribution
<i>Formula</i>		<i>a</i>	<i>b</i>	<i>c</i>	<i>d = c * \$41,854</i>	<i>e = d / \$162,934</i>
Subject to Detachment						
10001	County General Fund	21.47880%	\$34,996	80%	\$33,483	20.54993%
10527	Road District #5	4.20920%	\$6,858	-	-	0.00000%
40600	City of Lathrop	0.00000%	-	20%	\$8,371	5.13748%
	Subtotal	25.68800%	\$41,854	100%	\$41,854	20.54993%
Not Subject to Detachment						
10618	County Library	1.73420%	\$2,826	-	\$2,826	1.73416%
12601	Manteca Unified School District	28.50000%	\$46,435	-	\$46,435	28.49933%
13001	San Joaquin Delta Community College	3.85840%	\$6,287	-	\$6,287	3.85830%
13201	San Joaquin County Office of Education	1.38660%	\$2,259	-	\$2,259	1.38655%
14901	Lathrop-Manteca Fire District (LMFD)	9.35930%	\$15,249	-	\$15,249	9.35907%
16001	San Joaquin Flood Control	0.16920%	\$276	-	\$276	0.16920%
21901	Mosquito Abatement	0.75950%	\$1,237	-	\$1,237	0.75949%
22001	Reclamation District #17	0.92480%	\$1,507	-	\$1,507	0.92478%
41100	Education Revenue Augmentation Fund (ERAF)	27.62000%	\$45,005	-	\$45,005	27.62172%
	Subtotal	74.31200%	\$121,081	0%	\$121,081	74.31259%
Total		100.00000%	\$162,934	100%	\$162,934	100.00000%

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

[3] The newly created TRA 007-092 will be effective in FY 2017-18. Base revenue and distribution estimated herein may differ from the final values when the TRA becomes effective.

City of Manteca

Table E-4
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Manteca Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]		Gross Revenue (FY 2016-17) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average	
		TRA 102-136	TRA 102-001	TRA 102-136	TRA 102-001	Total		Base Revenue	Post-ERAF Distribution
Formula		a	b	e	f	g = e + f	h	e = d * \$396,888	f = e / \$1,197,578
Subject to Detachment									
10001	County General	20.32600%	20.29360%	\$228,594	\$14,804	\$243,398	80%	\$317,510	26.51271%
10527	Road District 5	3.97920%	3.97840%	\$44,751	\$2,902	\$47,653	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	\$99,384	\$6,453	\$105,837	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	-	-	20%	\$79,378	6.62818%
	Subtotal	33.14210%	33.11810%	\$372,728	\$24,160	\$396,888	100%	\$396,888	33.14089%
Not Subject to Detachment									
10618	County Library	1.63940%	1.63910%	\$18,437	\$1,196	\$19,633	-	\$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	\$303,000	\$19,651	\$322,650	-	\$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	\$41,021	\$2,660	\$43,681	-	\$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	\$14,501	\$961	\$15,463	-	\$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	\$1,799	\$117	\$1,916	-	\$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	\$8,075	\$524	\$8,598	-	\$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41660%	\$60,861	\$3,951	\$64,813	-	\$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	\$304,205	\$19,731	\$323,936	-	\$323,936	27.04926%
	Subtotal	66.85790%	66.88190%	\$751,899	\$48,791	\$800,690	0%	\$800,690	66.85911%
	Total	100.00000%	100.00000%	\$1,124,627	\$72,951	\$1,197,578	100%	\$1,197,578	100.00000%

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[3] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated December 2014

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City of Stockton

Table E-5
RD 17 Area Finance Plan Implementation
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Stockton Annexation Area

Tax Code	Entity	Existing Tax Rate Area (TRA)		Gross Revenue (FY 2016-17) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average	
		Post-ERAF Distribution [1]		TRA 102-135	TRA 102-032	Total		Base Revenue	Post-ERAF Distribution
		TRA 102-135	TRA 102-032	TRA 102-135	TRA 102-032	Total		e = d * \$278,126	f = e / \$769,158
Formula		a	b	e	f	g = e + f	h		
Subject to Detachment									
10001	County General	22.29650%	22.30610%	\$172,291	(\$796)	\$171,495	80%	\$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	\$32,921	(\$152)	\$32,769	-	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	\$74,205	(\$343)	\$73,862	-	-	0.00000%
40400	City of Stockton	0.00000%	0.00000%	-	-	-	20%	\$55,625	7.23196%
	Subtotal	36.15990%	36.16940%	\$279,417	(\$1,291)	\$278,126	100%	\$278,126	36.15980%
Not Subject to Detachment									
10618	County Library	1.80010%	1.80010%	\$13,910	(\$64)	\$13,846	-	\$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	\$228,602	(\$1,056)	\$227,546	-	\$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	\$30,949	(\$143)	\$30,806	-	\$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	\$11,116	(\$51)	\$11,065	-	\$11,065	1.43855%
16001	Sjc Flood Control	0.17560%	0.17570%	\$1,357	(\$6)	\$1,351	-	\$1,351	0.17564%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	\$6,092	(\$28)	\$6,064	-	\$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	\$201,285	(\$930)	\$200,355	-	\$200,355	26.04859%
	Subtotal	63.84010%	63.83060%	\$493,311	(\$2,279)	\$491,032	-	\$491,032	63.84020%
Total		100.00000%	100.00000%	\$772,729	(\$3,570)	\$769,158	100%	\$769,158	100.00000%

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated March 2005 related to annexed areas to the City.

Table E17
Mossdale Tract: 2019 Adequate Progress Report
Updated EIFD & Financing Supporting Tables
Financing Revenues and Debt Service

AD at \$6.2 Million Starting

Year	Gross Available Assessment Revenues <i>Table B-1: RD 17 Area: Overlay Assessment Rate Analysis</i>	Gross EIFD Revenues <i>Table 2: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
						[1]		[1]
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$6,200,000	\$459,723	\$6,659,723	\$0	\$0	\$0	\$6,200,000	\$459,723
2021	\$6,170,631	\$989,187	\$7,159,818	\$0	\$0	\$0	\$6,170,631	\$989,187
2022	\$6,150,691	\$1,494,897	\$7,645,588	\$0	\$0	\$0	\$6,150,691	\$1,494,897
2023	\$6,120,890	\$2,133,629	\$8,254,519	\$5,045,387	\$5,045,387	\$0	\$1,075,503	\$2,133,629
2024	\$6,097,617	\$2,712,227	\$8,809,844	\$5,045,387	\$5,045,387	\$0	\$1,052,230	\$2,712,227
2025	\$6,072,953	\$3,334,619	\$9,407,572	\$5,045,387	\$5,045,387	\$0	\$1,027,566	\$3,334,619
2026	\$6,052,268	\$3,913,716	\$9,965,983	\$9,091,568	\$5,827,268	\$3,264,300	\$225,000	\$649,415
2027	\$6,024,369	\$3,844,225	\$9,868,594	\$9,091,568	\$5,799,369	\$3,292,199	\$225,000	\$552,026
2028	\$5,995,997	\$4,501,258	\$10,497,256	\$9,091,568	\$5,770,997	\$3,320,571	\$225,000	\$1,180,688
2029	\$5,969,136	\$5,151,446	\$11,120,582	\$9,091,568	\$5,744,136	\$3,347,432	\$225,000	\$1,804,014
2030	\$5,942,275	\$5,832,536	\$11,774,811	\$9,091,568	\$5,717,275	\$3,374,293	\$225,000	\$2,458,243
2031	\$5,911,926	\$6,595,589	\$12,507,514	\$9,091,568	\$5,686,926	\$3,404,642	\$225,000	\$3,190,946
2032	\$5,897,094	\$7,108,569	\$13,005,663	\$9,091,568	\$5,672,094	\$3,419,474	\$225,000	\$3,689,095
2033	\$5,880,647	\$7,681,832	\$13,562,478	\$9,091,568	\$5,655,647	\$3,435,921	\$225,000	\$4,245,911
2034	\$5,864,425	\$8,275,481	\$14,139,906	\$9,091,568	\$5,639,425	\$3,452,143	\$225,000	\$4,823,338
2035	\$5,851,588	\$8,838,853	\$14,690,441	\$9,091,568	\$5,626,588	\$3,464,980	\$225,000	\$5,373,873
2036	\$5,830,835	\$9,499,666	\$15,330,501	\$9,091,568	\$5,605,835	\$3,485,733	\$225,000	\$6,013,934
2037	\$5,798,440	\$10,338,103	\$16,136,543	\$9,091,568	\$5,573,440	\$3,518,128	\$225,000	\$6,819,975
2038	\$5,765,846	\$11,217,578	\$16,983,425	\$9,091,568	\$5,540,846	\$3,550,722	\$225,000	\$7,666,857
2039	\$5,733,845	\$12,107,910	\$17,841,755	\$9,091,568	\$5,508,845	\$3,582,723	\$225,000	\$8,525,188
2040	\$5,702,005	\$13,030,564	\$18,732,570	\$9,091,568	\$5,477,005	\$3,614,562	\$225,000	\$9,416,002
2041	\$5,670,166	\$13,992,621	\$19,662,786	\$9,091,568	\$5,445,166	\$3,646,402	\$225,000	\$10,346,218
2042	\$5,647,889	\$14,950,039	\$20,597,928	\$9,091,568	\$5,422,889	\$3,668,678	\$225,000	\$11,281,360
2043	\$5,626,330	\$15,937,225	\$21,563,555	\$9,091,568	\$5,401,330	\$3,690,238	\$225,000	\$12,246,987

E45

Table E17
Mossdale Tract: 2019 Adequate Progress Report
Updated EIFD & Financing Supporting Tables
Financing Revenues and Debt Service

AD at \$6.2 Million Starting

Year	Gross Available Assessment Revenues <i>Table B-1: RD 17 Area: Overlay Assessment Rate Analysis</i>	Gross EIFD Revenues <i>Table 2: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [1]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [1]
2044	\$5,604,771	\$16,965,128	\$22,569,899	\$9,091,568	\$5,379,771	\$3,711,797	\$225,000	\$13,253,331
2045	\$5,586,161	\$17,976,662	\$23,562,822	\$9,091,568	\$5,361,161	\$3,730,407	\$225,000	\$14,246,255
2046	\$5,569,671	\$18,985,335	\$24,555,006	\$9,091,568	\$5,344,671	\$3,746,897	\$225,000	\$15,238,438
2047	\$5,553,182	\$20,033,290	\$25,586,472	\$9,091,568	\$5,328,182	\$3,763,386	\$225,000	\$16,269,904
2048	\$5,536,692	\$21,121,977	\$26,658,669	\$9,091,568	\$5,311,692	\$3,779,876	\$225,000	\$17,342,101
2049	\$5,521,161	\$22,244,961	\$27,766,122	\$9,091,568	\$5,296,161	\$3,795,407	\$225,000	\$18,449,554
2050	\$5,510,726	\$23,343,806	\$28,854,532	\$9,091,568	\$5,285,726	\$3,805,841	\$225,000	\$19,537,964
2051	\$5,502,641	\$24,433,971	\$29,936,612	\$6,568,875	\$5,277,641	\$1,291,234	\$225,000	\$23,142,737
2052	\$5,494,555	\$25,564,480	\$31,059,035	\$4,046,181	\$4,046,181	\$0	\$1,448,374	\$25,564,480
2053	\$5,486,469	\$26,736,771	\$32,223,240	\$4,046,181	\$4,046,181	\$0	\$1,440,288	\$26,736,771
2054	\$5,478,383	\$27,952,334	\$33,430,718	\$4,046,181	\$4,046,181	\$0	\$1,432,202	\$27,952,334
2055	\$5,470,298	\$29,212,711	\$34,683,009	\$0	\$0	\$0	\$5,470,298	\$29,212,711
2056	\$5,462,212	\$30,519,496	\$35,981,708	\$0	\$0	\$0	\$5,462,212	\$30,519,496
2057	\$5,454,126	\$31,874,339	\$37,328,465	\$0	\$0	\$0	\$5,454,126	\$31,874,339
2058	\$5,446,065	\$33,278,072	\$38,724,137	\$0	\$0	\$0	\$5,446,065	\$33,278,072
2059	\$5,438,453	\$34,716,667	\$40,155,120	\$0	\$0	\$0	\$5,438,453	\$34,716,667
2060	\$5,430,840	\$36,207,571	\$41,638,411	\$0	\$0	\$0	\$5,430,840	\$36,207,571
Total	\$235,524,270	\$615,109,062	\$850,633,332	\$261,132,776	\$170,974,791	\$90,157,985	\$64,549,479	\$524,951,077

[1] Pay go Revenues from the EIFD are collected through 2026. The total amount of PayGo revenues needed to funding the 200-Year Project total \$11,773,697. The total debt service supported by EIFD revenues is \$90,157,985. Combined, the total EIFD revenue needed is \$101,931,682.

E-46

June 28, 2019

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
P. O. Box 942836
Sacramento, CA 94236

2019 ANNUAL REPORT OF ADEQUATE PROGRESS TOWARD URBAN LEVEL OF FLOOD PROTECTION FOR THE MOSSDALE TRACT AREA (RECLAMATION DISTRICT NO. 17)

Dear Ms. Gallagher:

Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a finding related to the provision of an Urban Level Flood Protection (ULOP) or FEMA level of flood protection. Further, in order to ensure that these findings remain valid, the Local Flood Management Agency (LFMA) is required to annually report to the Central Valley Flood Protection Board (the Board) on the adequate progress being made toward ULOP.

As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of LFMA for the Mossdale Tract Area. This is SJAFCA's second year fulfilling the annual requirement to report on adequate progress toward ULOP for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Board for its review SJAFCA's Mossdale Tract Program: 2019 Annual Adequate Progress Update for ULOP Final Report dated June 28, 2019.

This report has been made publicly available and can be found on SJAFCA's website at https://www.sjafca.com/recent_documents_archive.php

Please do not hesitate to contact me if you have any questions regarding our progress toward achieving ULOP for the Area.

Sincerely,


CHRIS ELIAS
EXECUTIVE DIRECTOR

Enclosure: Mossdale Tract Program: 2019 Annual Adequate Progress Update for ULOP Final Report, June 28, 2019

CC: Glenn Gebhardt, City Engineer, City of Lathrop (*via e-mail*)
Kevin Jorgensen, City Engineer, City of Manteca (*via e-mail*)
Mel Lytle, Deputy City Manager, City of Stockton (*via e-mail*)
Fritz Buchman, Deputy Director Public Works, San Joaquin County (*via e-mail*)

ITEM 4.15

CITY MANAGER'S REPORT JULY 8, 2019, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR RIVER ISLANDS PHASE 2 COMMUNITY FACILITIES DISTRICT 2019-1

RECOMMENDATION: Adopt Resolution Approving a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (Phase 2 Public Improvements)

SUMMARY:

In June of 2003, the City Council authorized the Mayor to enter into Joint Community Facilities Agreement (JCFA) with the River Islands Public Financing Authority (RIPFA or "Authority") to facilitate the formation of a Community Facilities District (CFD). The primary purpose of the CFD was providing for the financing of public improvements related to development occurring within and adjacent to River Islands. Since that time, the City has entered into a number of JCFAs with RIPFA for additional infrastructure financed with bonds issued by RIPFA, the most recent being in November 2015 for CFD 2015-1.

The JCFA (Attachment B) commits the City to own and operate certain infrastructure financed with bonds issued by RIPFA in conjunction with a new CFD 2019-1 currently being formed by the Authority pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"). As with other CFDs formed on the Stewart Tract, special taxes will be levied on River Islands property owners (which includes the master developer) as debt service for the bonds being issued. Under the Act, the City is considered a "Participating Agency" that will own and operate some of the improvements financed by RIPFA; it is this action that requires a JCFA between the two public agencies.

BACKGROUND:

In June of 2003, the City Council authorized the Mayor to enter into the first JCFA with RIPFA to facilitate the formation of a CFD on the Stewart Tract. The primary purpose of this CFD was providing for the financing of public improvements related to development occurring within and adjacent to River Islands, including financing River Islands' share of the South County Surface Water Project. Since that time, the City has entered into a number of JCFAs with RIPFA for additional infrastructure financed with bonds issued by RIPFA.

Subsequent JCFAs have been entered into between the City and RIPFA for the issuance of bonds for the financing of infrastructure within River Islands Phase 1 area.

CITY MANAGER'S REPORT **PAGE 2**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
JOINT AGREEMENT WITH RIPFA CFD 2019-1 FOR PHASE 2 OF RIVER ISLANDS

The resolution, provided as Attachment A, approves the JCFA relating to financing of infrastructure within the River Islands Phase 2 development area (Attachment C). Some of the improvements constructed with the bond proceeds will be ultimately owned and maintained by the City, and some will be owned but not maintained by the City, and this requires a JCFA between RIPFA and the City to confirm that the City has agreed to the arrangement.

REASON FOR RECOMMENDATION:

Additional infrastructure associated with the second phase of development for River Islands is proposed at this time. A series of bonds will be issued by RIPFA, with a series issued later this year. The list of improvements that will be either owned and/or maintained by the City is included as Attachment A of the JCFA included as Attachment B of this report. A brief summary of the infrastructure subject to this JCFA is included below:

- *Roadway improvements and bridges, including curb, gutter and sidewalks; landscaping and irrigation; and related improvements.*
- *Water supply and distribution improvements, including construction of tanks, pump stations, pipelines and related facilities.*
- *Storm drains and related improvements.*
- *Sewer improvements, including pipelines, lift stations, treatment plant improvements, spray fields for disposal of recycled water, force mains and related facilities.*
- *Drainage improvements, storm water detention basins, pump stations and related facilities.*
- *Parks, trails, parkways, open space and related improvements.*
- *Public safety facilities, other than fire stations, and equipment related to the operation thereof.*

Bonding associated with CFD 2019-1 can also finance improvements to be maintained by RIPFA, but owned by the City, including public parks not adjacent to or near water bodies (known as "dry parks"), as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways. Any "wet park areas located adjacent to lakes or rivers are not included.

BUDGET IMPACT:

The City shall have no obligation under the JCFA for the financing, completion or payment of any costs associated with the design and construction of the improvements. All costs associated with review and approval of the design, inspections and all aspects associated with the acceptance of improvements shall be paid from the River Islands Public Financing Authority's Improvement Account.

CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
JOINT AGREEMENT WITH RIPFA CFD 2019-1 FOR PHASE 2 OF RIVER ISLANDS

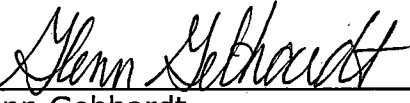
PAGE 3

ATTACHMENTS:

- A. Adopt Resolution Approving a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (Phase 2 Public Improvements)
- B. Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (Phase 2 Public Improvements)
- C. Boundary Map of River Islands Phase 2 development area and CFD 2019-1

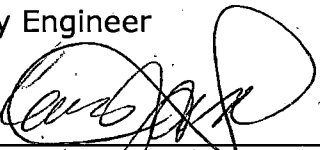
CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
JOINT COMMUNITY FACILITIES DISTRICT 2019-1 FOR PHASE 2 OF RIVER ISLANDS

APPROVALS



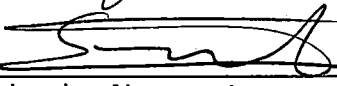
Glenn Gebhardt
City Engineer

6/26/19
Date



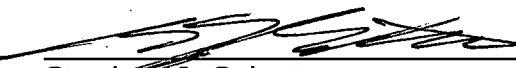
Cari James
Administrative & Finance Services Director

6/27/19
Date



Salvador Navarrete
City Attorney

6-26-19
Date



Stephen J. Salvatore
City Manager

6.28.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT BETWEEN CITY OF LATHROP AND RIVER ISLANDS PUBLIC FINANCING AUTHORITY (RIPFA) COMMUNITY FACILITIES DISTRICT NO. 2019-1 (PHASE 2 PUBLIC IMPROVEMENTS)

WHEREAS, the Board of Directors of the River Islands Public Financing Authority (the "Authority") has advised the City of Lathrop (the "City") that it is in the process of forming the River Islands Public Financing Authority Community Facilities District No. 2019-1 (Phase 2 Public Improvements) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), and that the Authority intends to issue bonds of the Authority for the CFD (collectively, the "Bonds") in order to finance, among other improvements, the costs of certain public improvements expected to be owned by the City (the "Improvements"); and

WHEREAS, in order to enable the CFD to finance the Improvements, Section 53316.2 of the California Government Code requires that the City and the Authority enter into a joint community facilities agreement with respect to the Improvements to be owned by the City; and

WHEREAS, a form of joint community facilities agreement, by and between the City and the Authority relating to the Improvements which are expected to be owned by the City (the "Joint Community Facilities Agreement") was provided in the City Council staff report for this matter dated July 9, 2019; and

WHEREAS, the City Council, with the assistance of City Staff, has reviewed the Joint Community Facilities Agreement, and the City Council now desires to approve the Joint Community Facilities Agreement and direct its execution and delivery.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop as follows:

Section 1. Approval of Joint Community Facilities Agreement. The City Council hereby approves a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (phase 2 public improvements) The City Council hereby declares that the Joint Community Facilities Agreement will be beneficial to City residents.

Section 2. Official Actions. The Mayor, City Manager, City Clerk and all other proper officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable to implement the Joint Community Facilities Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution and the Joint Community Facilities Agreement.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

JOINT COMMUNITY FACILITIES AGREEMENT - CITY OF LATHROP

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2019-1
(PHASE 2 PUBLIC IMPROVEMENTS)**

This Joint Community Facilities Agreement - City of Lathrop (the "Agreement"), dated for convenience as of July 9, 2019, is by and between the River Islands Public Financing Authority (the "Authority") and the City of Lathrop, California (the "Participating Agency").

RECITALS:

WHEREAS, the Board of Directors of the Authority is in the process of forming the River Islands Public Financing Authority Community Facilities District No. 2019-1 (Phase 2 Public Improvements) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, and the Authority intends to issue bonds of the Authority for the CFD (the "Bonds") under the Act in order to finance various public improvements necessitated by the development occurring within and in the vicinity of the CFD; and

WHEREAS, the CFD is authorized to finance, among other improvements the public improvements described in Attachment A hereto (the "Improvements"), which Attachment is, by this reference, incorporated herein; and

WHEREAS, the parties hereto expect that the Participating Agency will own some of the Improvements if they comply with the standards, and have been completed to the satisfaction, of the Participating Agency, and certain other of the Improvements will be owned but not maintained by the Participating Agency after they have been completed as indicated on Attachment A; and

WHEREAS, Section 53316.2 of the Act requires that the Authority enter into a joint community facilities agreement with the Participating Agency in respect of the Improvements which Improvements are to be financed, in part, with the proceeds of the Bonds, and, upon completion, are to be owned or operated by the Participating Agency; and

WHEREAS the Authority and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the proceeds of the Bonds and the Improvements, all as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and mutual covenants set forth below, the parties hereto do hereby agree as follows:

Section 1. Reservation of Bond Funds; Use of Special Taxes. The Authority intends to use a portion of the proceeds of the Bonds to finance the costs incurred in connection with the acquisition and construction of the Improvements and other public improvements authorized to be financed by the CFD. Said amount, together with any investment earnings thereon, will be held in an Improvement Fund established for the CFD (the "Improvement Fund") for the sole and exclusive benefit of the CFD, and such amount shall in no way be pledged as security for the Bonds.

Other than the funds available in the Improvement Fund described in the preceding paragraph, to the extent they are allocated by the Authority to pay costs of the Improvements, the Authority shall have no obligation to pay for any of the costs of the Improvements, including but not limited to any costs of planning, acquisition, construction, installation or inspection of the Improvements. Any costs of the Improvements in excess of the available proceeds of the Bonds will be paid by or on behalf of the owner of the land in the CFD, which is Califia, LLC.

The Participating Agency shall have no obligation whatsoever to pay for any of the costs to complete the Improvements, and will only accept title to, and/or the maintenance of, those Improvements which conform to all of the Participating Agency's standards and are free and clear of all liens, stop notices and other obligations.

All special taxes levied by the Authority on property in the CFD shall be used as provided in the proceedings to form the CFD.

Section 2. Construction of Improvements. The Improvements will be constructed pursuant to plans and specifications approved by the Participating Agency and in accordance with all applicable requirements of the Participating Agency. It is expected that all construction of the Improvements will be done by independent contractors employed, supervised and administered by (a) Island Reclamation District No. 2062 ("RD 2062"), or (b) Califia, LLC. The Participating Agency shall not have any liability whatsoever in respect of any work performed in connection with the Improvements that is undertaken by or at the direction of RD 2062 or the Califia, LLC; provided that this sentence shall in no way limit any rights the Participating Agency may have against any persons or entities in respect of the acquisition or construction of the Improvements once the Participating Agency accepts title to and control over the Improvements to be owned by it.

To the extent that the Participating Agency incurs expenses incident to reviewing and approving design plans and specifications, conducting field inspections and otherwise in connection with the design and construction of the Improvements, or in connection with the acceptance of the Improvements to be owned by it, such expenses shall be reimbursed to the Participating Agency, upon presentation of an invoice as to the nature and amount of such expenses, from available amounts in the Improvement Fund or, if there are no such available funds, from Califia, LLC.

Section 3. Inspection and Acceptance; Use of Bond Funds. The Participating Agency shall cause inspections to be made during the construction of the Improvements not yet completed in accordance with its customary procedures for construction projects of a similar nature.

Upon completion of construction of the Improvements to be owned by it to the sole and complete satisfaction of the Participating Agency, the Participating Agency shall accept dedication of such Improvements in accordance with its customary procedures, and shall accept ownership, and (as applicable) responsibility for operation of the Improvements to be owned by it conditioned upon the passage to the Participating Agency of title clear of all encumbrances unacceptable to the Participating Agency in its sole discretion. The Participating Agency shall have no responsibility with respect to the ownership or operation of any of the Improvements unless and until construction has been completed to the satisfaction of the Participating Agency, and with respect to the Improvements to be owned by it the Participating Agency has accepted dedication of the Improvements.

The Authority shall have no obligation to at any time to own or operate any of the Improvements.

The Authority shall disburse the proceeds of the Bonds described in Section 1 above to pay or reimburse payment of the costs incurred by RD 2062 or Califia, LLC in connection with the construction of the Improvements. The Authority may disburse such amounts as are necessary to pay costs of construction of the Improvements prior to completion of all of the Improvements, to the extent that such disbursement is permissible under the Act.

Section 4. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to the amounts on deposit in the Improvement Fund and identified in Section 1 above. No Boardmember, officer, employee or agent of the Authority shall in any event be personally liable hereunder.

The sole obligation of the Participating Agency hereunder shall be to inspect and accept the Improvements to be owned by it as described above. The Participating Agency shall have no responsibility or obligation with respect to the Improvements to be owned by it for any action occurring prior to acceptance of dedication by the Participating Agency. If, for any reason whatsoever there are insufficient funds to complete the Improvements or any portion thereof, the Participating Agency shall have no obligation to fund any such shortfall. If the Participating Agency shall fail to perform any of its obligations hereunder, the sole remedy of the Authority shall be the commencement of an action in the Superior Court for specific performance by the Participating Agency of such obligations.

Section 5. Termination. This Agreement shall terminate upon the earlier of December 31, 2030, or acceptance of the ownership and/or operation, as applicable, of all the Improvements by the Participating Agency, and disbursement from the Improvement Fund by the Authority of amounts therein to pay costs of the Improvements.

Section 6. Agreement of Benefit to Residents. By their respective approvals of this Agreement, the Authority and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Improvements in furtherance of the purposes of the Act.

Section 7. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement is for the sole benefit of the Authority, the CFD and the Participating Agency and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 11. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

* * * * *

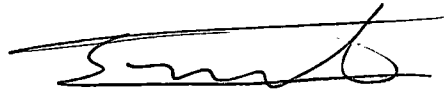
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

CITY OF LATHROP, CALIFORNIA (the
"Participating Agency")

Date of Execution: July __, 2019

By: _____
Sonny Dhaliwal, Mayor

Approved as to form for the:
City of Lathrop:



Salvador Navarrete, City Attorney

Attest:

Teresa Vargas, City Clerk

RIVER ISLANDS PUBLIC FINANCING
AUTHORITY (the "Authority")

Date of Execution: July __, 2019

By: _____
Herb Moniz, Executive Director

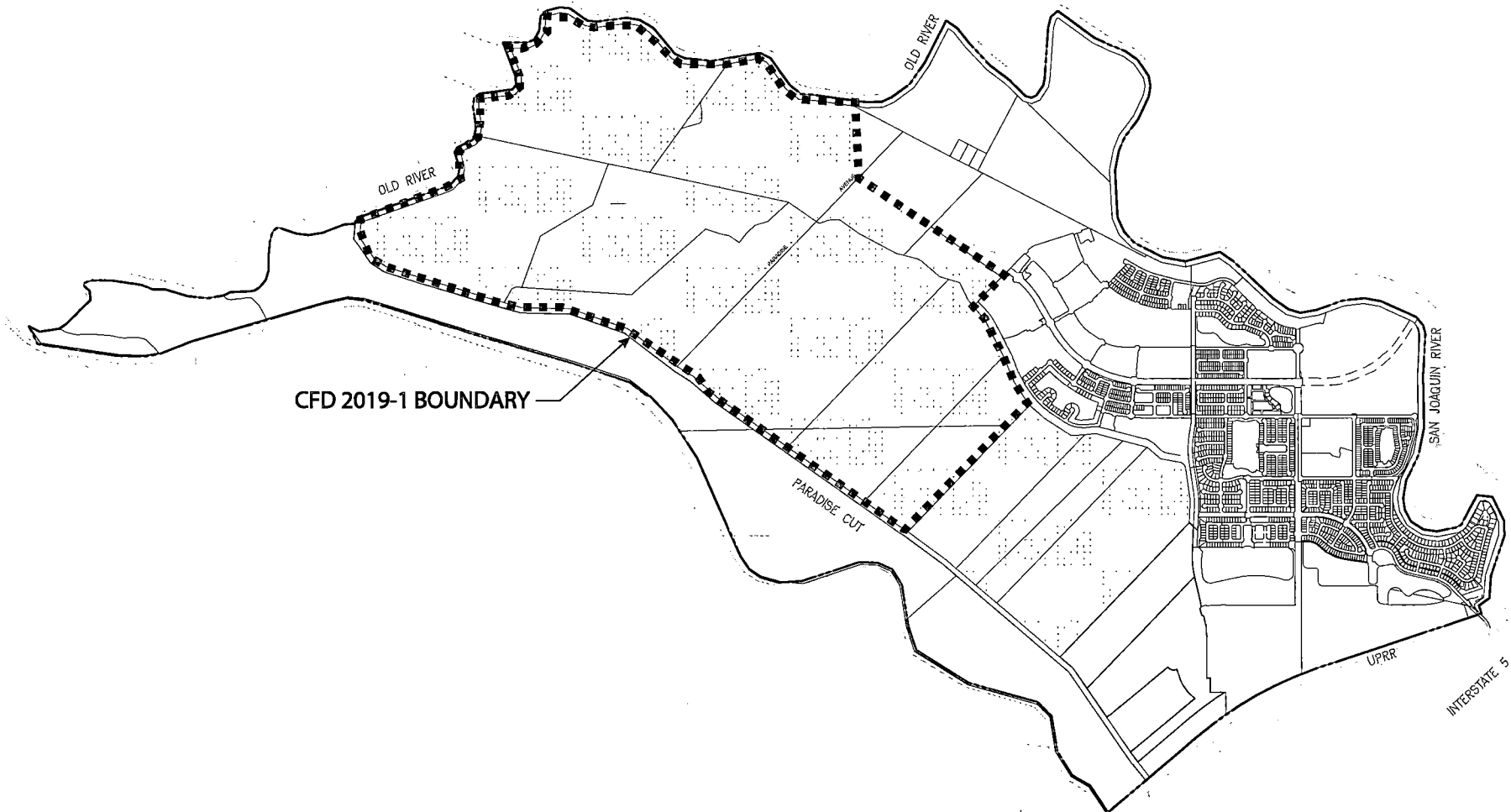
ATTACHMENT A

DESCRIPTION OF THE IMPROVEMENTS TO BE OWNED AND OPERATED BY THE PARTICIPATING AGENCY

- Roadway improvements and bridges, including curb, gutter and sidewalks; landscaping and irrigation; and related improvements.
- Water supply and distribution improvements, including construction of tanks, pump stations, pipelines and related facilities.
- Storm drains and related improvements.
- Sewer improvements, including pipelines, lift stations, treatment plant improvements, spray fields for disposal of reclaimed water, force mains and related facilities.
- Drainage improvements, storm water detention basins, pump stations and related facilities.
- Parks, trails, parkways, open space and related improvements.
- Public safety facilities other than fire stations, and equipment related to the operation thereof.

DESCRIPTION OF THE IMPROVEMENTS TO BE OWNED BUT NOT MAINTAINED BY THE PARTICIPATING AGENCY

Public parks (dry), as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways. Any public park areas adjacent to lakes or rivers (wet) are not included.



Legend

- Phase 2 Development Area
- CFD No. 2019-1 Boundary

**River Islands
Phase 2 Development Area
(CFD 2019-1 Boundary Map)**

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
DATE: JUNE 24, 2018



Attachment C

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPTANCE OF PREVIOUSLY REJECTED ROADWAY AND EASEMENT DEDICATIONS FOR RIVER ISLANDS STAGES 1A, 1B AND 2A

RECOMMENDATION: Adopt Resolution Accepting Previously Rejected Roadway and Easement Dedications for Eight Final Maps in Stages 1A, 1B and 2A for River Islands Development at Lathrop

SUMMARY:

The City Council has approved eight Final Maps in Stages 1A, 1B and 2A of the River Islands Development area, as listed in Attachment B. At the time these Final Maps were processed, roadways and easements offered for dedication to the City were rejected until improvements were completed in accordance with Chapter 16, Title 16.16 of the Lathrop Municipal Code of Ordinances. The improvements have been completed and accepted by the City Council by previous action, and so the dedications can now be accepted.

Staff recommends City Council rescind its previous action to reject dedication of said roadway and easements offered with the eight Final Maps listed in Attachment B and accept the dedicated roadways and easements offered with these Final Maps.

BACKGROUND

The City Council has approved eight Final Maps in Stages 1A, 1B and 2A of the River Islands Development area, as listed in Attachment B. Stages 1A, 1B and 2A are shown in Attachment C. At the time these Final Maps were processed, roadways and easements offered for dedication to the City were rejected until their improvements were completed in accordance with Chapter 16, Title 16.16 of the Lathrop Municipal Code of Ordinances. The improvements have been completed and accepted by the City Council by previous action, and so the dedications can now be accepted.

In order for the City to formally accept the dedications, City Council must first rescind its previous action to reject dedication of said roadways and easements. Staff recommends City Council rescind its previous action to reject dedication of said roadway and easements for the Final Maps listed in Attachment B, and accept the dedicated roadways and easements offered in conjunction with these Final Maps.

REASON FOR RECOMMENDATION:

The improvements have been completed and accepted by the City Council by previous action, and so the roadway and easement dedications can now be accepted. Staff is asking that the resolution and Certificate of Acceptance be recorded to provide public notice of the Council approval of the roadway easement dedications.

CITY MANAGER'S REPORT **PAGE 2**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PREVIOUSLY REJECTED ROADWAY AND EASEMENT
DEDICATIONS FOR STAGES 1A, 1B AND 2A

FISCAL IMPACT:


There is no fiscal impact.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Accepting Previously Rejected Roadway and Easement Dedications for Final Maps in Stages 1A, 1B and 2A for River Islands Development at Lathrop
- B. List of Tract Maps impacted by the Resolution
- C. Location Map of River Islands Stages 1A, 1B and 2A

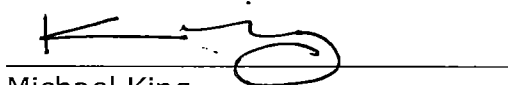
CITY MANAGER'S REPORT **PAGE 3**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PREVIOUSLY REJECTED ROADWAY AND EASEMENT
DEDICATIONS FOR STAGES 1A, 1B AND 2A

APPROVALS:



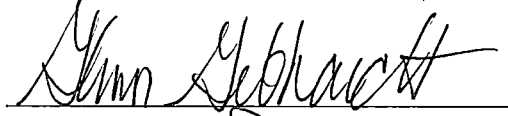
Steven J. Medina
Assistant Engineer

6/26/19
Date



Michael King
Assistant Director of Public Works

6-27-19
Date



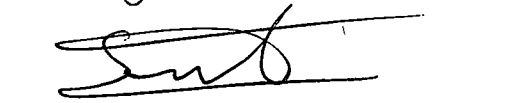
Glenn Gebhardt
City Engineer

6/26/19
Date



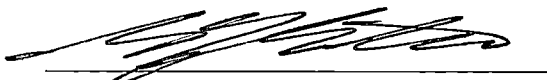
Cari James
Finance & Administrative
Services Director

6/21/19
Date



Salvador Navarrete
City Attorney

6.26.19
Date



Stephen J. Salvatore
City Manager

6.28.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PREVIOUSLY REJECTED ROADWAY AND EASEMENT DEDICATIONS FOR EIGHT FINAL MAPS IN STAGES 1A, 1B AND 2A FOR RIVER ISLANDS DEVELOPMENT AT LATHROP

WHEREAS, the City of Lathrop has processed Final Maps for Stages 1A, 1B and 2A for the project known as River Islands Development at Lathrop; and

WHEREAS, roadway and easement dedications were offered to the City for Public use but "rejected until their improvements have been completed in accordance with chapter 16, Title 16.16 of the Lathrop Municipal Code of Ordinances" as notated in the City Clerk's statement for the Final Maps as listed in Attachment B to the July 8, 2019 staff report that recommended approval of this resolution; and

WHEREAS, the required improvements have been completed and accepted by previous action by the City Council, and so the dedications can now be accepted; and

WHEREAS, staff recommends City Council rescind its previous action to reject dedication of said roadway and easements offered in conjunction with the Final Maps listed in Attachment B to the July 8, 2019 staff report that recommended approval of this resolution, accept the dedicated roadways and easements offered in conjunction with these Final Maps, and direct staff to record the approved resolution and Certificate of Acceptance.

NOW, THEREFORE, BE IT RESOLVED, that this City Council does hereby rescind its previous action to reject dedication, for public use, of said roadway and easements offered in conjunction with the eight Final Maps listed in Attachment B to the July 8, 2019 staff report that recommended approval of this resolution; and

BE IT FURTHER RESOLVED, that City Council does hereby accept the dedicated streets, avenues and ways, and easements offered in conjunction with the eight Final Maps listed in Attachment B to the July 8, 2019 staff report that recommended approval of this resolution; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes staff to record a certified copy of this Resolution and Certificate of Acceptance with the County of San Joaquin Recorder's Office.

The foregoing resolution was passed and adopted this 8th day of July, 2019, 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

RIVER ISLANDS

TRACT MAP RECORDING INFORMATION

VILLAGE	TRACT #	MAP BOOK	MAP PAGE	MAP RECORDING DATE
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Stage 1A

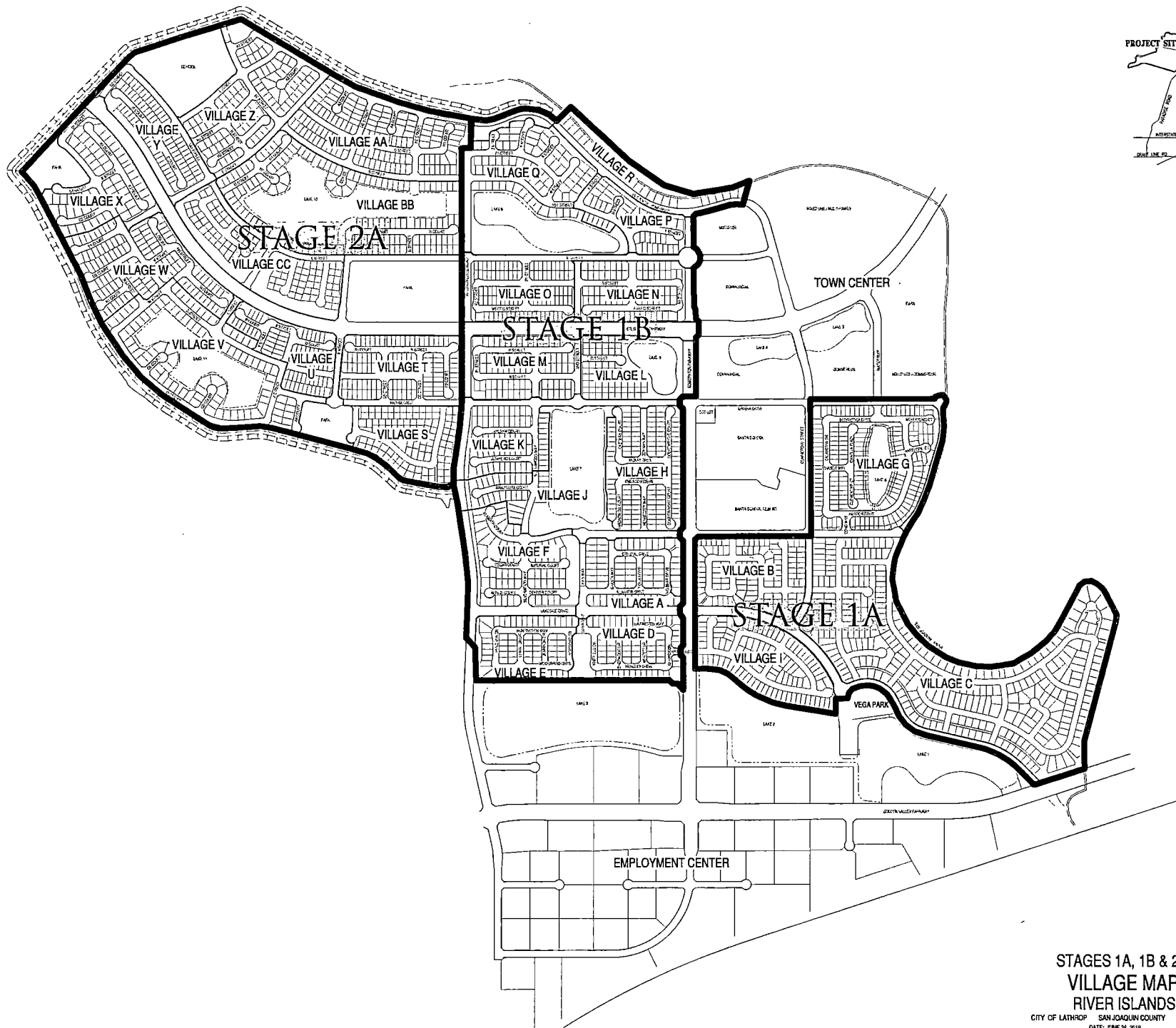
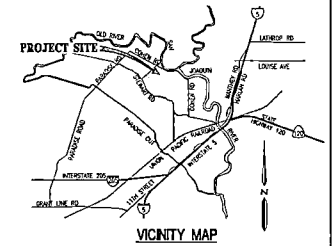
C3	3704	42	4	12/20/2013
B1	3706	42	12	8/8/2014

Stage 1B

L	3833	43	28	4/16/2018
O	3836	42	84	3/15/2017
P	3837	43	38	6/19/2018
O	3912	43	19	2/7/2018
O	3913	43	34	5/25/2018

Stage 2A

LLFM	3908	43	52	9/20/2018
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Attachment C



STAGES 1A, 1B & 2A
 VILLAGE MAP
 RIVER ISLANDS
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 DATE: JUNE 28, 2019

ODEL
 ENGINEERS
 6200 Stoneridge Mall Road, Suite 500
 Pleasanton, CA 94588
 PH: 925.221.8300 FAX: 925.221.8301

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**CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **ADOPT THE ADEQUATE PROGRESS FINDINGS TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS)**

RECOMMENDATION: **Adopt Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) area Levees of Reclamation District 2062 by the Year 2025**

SUMMARY:

Senate Bill 5 (SBS), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Starting on July 2, 2016, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a Finding of Adequate Progress toward provision of Urban Level Flood Protection (ULOP) 200-year flood protection.

On June 20, 2016, City Council approved an Adequate Progress Finding (APF) for the River Islands at Lathrop Phase 1 area based on certification by Reclamation District 2062 (RD 2062) that the levee system would provide ULOP upon completion of the procedural requirements in the ULOP criteria. This allowed the City of Lathrop to continue to issue, within Phase 1 areas that are fully flood protected, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through June 2017. In April 2017 and June 2018, the City Council approved an updated APF, documenting changes in the flood protection system for the River Islands development area that allowed approvals through June 2018 and June 2019, respectfully.

Tonight, staff requests the City Council adopt a resolution which finds RD 2062 to continue to make adequate progress for the River Islands at Lathrop Phase 1 Area, which includes Stage 1, Stage 2A and Stage 2B Areas (all of Phase 1 of River Islands) within RD 2062. This would allow the City of Lathrop to continue to issue, within the entire River Islands at Lathrop Phase 1 Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through June 2020 while RD 2062 continues to make progress towards providing an ULOP by the year 2025.

JULY 8, 2019 CITY COUNCIL REGULAR MEETING**ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YR ULOP IN PHASE 1 (STAGE 1, 2A & 2B) AREA LEVEES OF RD 2062 BY THE YEAR 2025****BACKGROUND:**

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

The ULOP Criteria requires a scope of work for completion of the Flood Protection System. The annual report of Adequate Progress Towards Urban Level of Flood Protection (included as Attachment B) identifies the progress made in the past year since the last APF, and the present efforts underway and planned that will accomplish an ULOP for the Stage 1 area.

River Islands constructed Stage 2A Levee in 2016 and 2B levee in 2017, both of which was designed to protect against the 200-year ULOP. Stage 2A Levee essentially extended Stage 1 interior levee to the west by creating a loop expanding the protected area. FEMA also certified Stage 2A and 2B levees as providing 100-year flood protection. In 2017, River Islands constructed Stage 2B Levee, which further expands the protected area. Stage 1, 2A, and 2B areas collectively make-up the "Phase 1 Area" (Attachment C).

2019 DOCUMENTATION BY RD 2062:

The APF for the RD 2062 Phase 1 Area relies upon the previous APF for the River Islands at Lathrop Stage 1, Stage 2A and 2B area adopted last year and the Annual Report attached to this report. These documents provide substantial evidence in the record to support the requested finding of Adequate Progress. According to the letter dated June 26, 2019 (Attachment D), RD 2062 Board of Trustees acting as the Local Flood Management Agency, approved the Annual Report and transmitted it to the City for the City Council's consideration at this meeting.

The Annual Report is being provided for the Council's action in accordance with the 2007 California Flood Control Legislation that requires the local flood management agency to report annually to the Central Valley Flood Protection Board (CVFPB) on the status of progress toward completion of the flood protection system. RD 2062 has provided this report to the CVFPB on behalf of both the District and the City in the past and will send the letter (Attachment E), to the CVFPB should the Council adopt the attached resolution and approve the Adequate Progress Finding.

JULY 8, 2019 CITY COUNCIL REGULAR MEETING**ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YR ULOP IN PHASE 1 (STAGE 1, 2A & 2B) AREA LEVEES OF RD 2062 BY THE YEAR 2025****REASON FOR RECOMMENDATION:**

Both the RD 2062 District Engineer and the City Engineer believe there is substantial evidence in the record for the City Council to make a finding of adequate progress for the Phase 1 River Islands development area.

Adoption of the resolution will allow the City of Lathrop to continue to approve, through 2020, discretionary permits for all uses, including non-residential uses, and ministerial permits (building permits) for all new residential homes within the RD 2062 Stage 1, 2A and 2B areas while RD 2062 completes the ULOP Flood protection. Although 200-year adequate progress is being approved, FEMA is still required to first certify 100-year flood protection.

FISCAL IMPACT


To date, all technical reports and studies have been funded by RD 2062 and River Islands at a cost in excess of \$2 million. This includes City staff time to review these documents.

ATTACHMENTS:

- A. Adopt Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) area Levees of Reclamation District 2062 by the Year 2025
- B. Report of Adequate Progress Towards Urban Level of Flood Protection, dated June 2019
- C. Vicinity Map of River Islands Phase 1 Area
- D. Letter from RD 2062, as the Local Flood Management Agency, dated May 29, 2018; presenting the Adequate Progress Documentation to the City of Lathrop (Enclosure referenced is included as Attachment "B" to this staff report dated, July 8, 2019)
- E. Draft Letter from RD 2062 to the Central Valley Flood Protection Board providing required notification of the Adequate Progress Finding. (Enclosure referenced is included as Attachment "B" to this staff report dated, July 8, 2019)

CITY MANAGER'S REPORT
JULY 8, 2019 CITY COUNCIL REGULAR MEETING
**ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-
YR ULOP IN PHASE 1 (STAGE 1, 2A & 2B) AREA LEVEES OF RD 2062 BY THE
YEAR 2025**

APPROVALS:



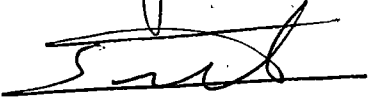
Glenn Gebhardt
City Engineer

6/27/19
Date



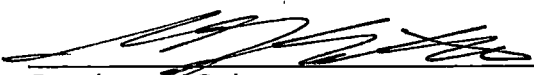
Cari James
Administrative & Finance Service Director

6/27/19
Date



Salvador Navarrete
City Attorney

6-27-19
Date



Stephen J. Salvatore
City Manager

6-28-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL CITY OF LATHROP ACTING AS THE LAND USE AGENCY, ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YEAR URBAN LEVEL OF FLOOD PROTECTION IN PHASE 1 (STAGE 1, 2A AND 2B) AREA LEVEES OF RECLAMATION DISTRICT 2062 BY THE YEAR 2025

WHEREAS, California Senate Bill 5 (SB5), passed in 2007 and later amended by various bills, requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board (CVFPB) in June 2012; and

WHEREAS, SB5 also required all cities and counties in the Central Valley to incorporate the CVFPP into their general plans by July 2, 2015 and into their zoning ordinances by July 2, 2016, and both actions were completed by Lathrop within the deadlines; and

WHEREAS, SB5 restricted development beyond July 2, 2016 unless the land use agency makes a finding related to an Urban Level of Flood Protection (ULOP), a 200-year level of flood protection; and

WHEREAS, Island Reclamation District 2062 ("RD 2062"), as the local maintenance agency for the levee system associated with the River Islands at Lathrop Phase 1 project, provided documentation to the City for its adequate progress findings made in conformation with SB5 for 2016, 2017 and 2018, which allowed development to occur within the River Islands at Lathrop Phase 1 Area; and

WHEREAS, the 2019 Adequate Progress Finding pursuant to Government Code Section 65962 may be approved by the City as the local land use agency, and the passage of this Resolution will allow the City to continue to approve discretionary and ministerial permits within the River Islands at Lathrop Phase 1 Area; and

WHEREAS, this Adequate Progress Finding is based on substantial evidence in the record, including the Annual Report of Progress provided by RD 2062 and its District Engineer, included as Attachment B to the July 8, 2019 staff report and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the Land Use Agency as defined by State law, hereby adopts this Adequate Progress Finding pursuant to California Government Code Section 65962 based on substantial evidence in the record, including the report from Reclamation District 2062, included as Attachment B to the July 8, 2019 staff report, that adequate progress towards providing a 200-year Urban Level of Flood Protection by the year 2025 for the River Islands at Lathrop Phase 1 (Stage 1, Stage 2A and Stage 2B) is being made.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

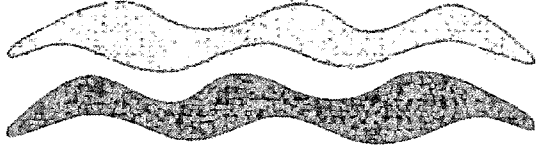
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RD 2062



RIVER ISLANDS AT LATHROP PHASE 1 AREA

REPORT OF ADEQUATE PROGRESS TOWARDS URBAN LEVEL OF FLOOD PROTECTION

ANNUAL REPORT

JUNE 2019

PURPOSE

In April 2017, the City of Lathrop adopted a finding of adequate progress (APF) toward an Urban Level of Flood Protection (ULOP) for the River Islands at Lathrop, Phase 1 urban area protected by the RD 2062 levees. When a local land use agency makes an APF, as described in the *Urban Level of Flood Protection Criteria* (ULOP Criteria), issued by the Department of Water Resources in 2013, Government Code Section 65007 (a) (5) requires the Local Flood Management Agency annually report to the Central Valley Flood Protection Board (CVFPB) on the progress toward the completion of the flood protection system. This report serves as that Annual Report. As required by the ULOP Criteria, this report will be made publicly available at www.ci.lathrop.ca.us.

ADEQUATE PROGRESS FINDING

The City of Lathrop's APF was based on several supporting documents including: RD2062's *River Islands at Lathrop Stage 2A and 2B Levees, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report*, dated January 2017; RD2062's *River Islands at Lathrop Stage 1 Levee System, Urban Level of Flood Protection Engineer's Report*, dated March 2016; and RD2062's *River Islands at Lathrop, Phase 1 Area, Report of Adequate Progress towards an Urban Level of Flood Protection* (APF Report), dated February 2017. These documents collectively describe an attainable, reasonable approach toward providing an urban level of flood protection for the River Islands at Lathrop, Phase 1 Area by 2025. Specifically, these documents describe the levee system and the urban area it protects; provide substantial evidence, including data and references, demonstrating the levee system will provide an urban level of flood protection; and the scope, schedule, cost and identified sources of funding and their expected timing to provide an urban level of flood protection. The Engineer's Reports and APF Report are hereby incorporated by reference. Pursuant to DWR's ULOP Criteria, a finding based on adequate progress has an effective period of 10 years or until the finding is superseded, whichever is sooner, provided that the adequate progress requirements per California Government Code Section 65007(a) are met. Based upon this criterion, the finding made by the City of Lathrop based upon the APF is valid until December 31, 2025,¹ so long as the requirements of Government Code §65007(a) are met by RD2062, the local flood management agency.

PROGRESS

The APF Report identified two construction projects as being necessary to provide an urban level of flood protection to the Phase 1 Area: the River Islands Stage 2B Levee Project (Stage 2B Levee Project) and the scour prevention projects. In addition, the APF Report identified non-structural actions required for certification of the levee system. The status of these actions is described below.

The Stage 2B Levee Project was completed as reported in the 2018 annual report. Since the time of the APF for the River Islands Phase 1 Area in 2017, a portion of the Stage 1 Interior Levee was removed, joining the Stage 1 and Stage 2A protected areas. Similarly, a portion of the Stage 2A levee was also removed (in 2018) to join the combined Stage 1-2A and Stage 2B protected areas. These removals do not affect the APF, and are described in detail in the APF Report and Engineer's Report for the Phase 1 Area.

¹ Pursuant to Government Code Sections 65865.5, 65962, and 66474.5, for area protected by SPFC levees, an urban level of flood protection shall be achieved by 2025, therefore, after 2025, a local agency can no longer rely on findings of adequate progress after 2025 for an area protected by SPFC levees.

RIVER ISLANDS STAGE 2B LEVEE PROJECT

The Stage 2B Levee Project consisted of the construction of a new levee, approximately 16,000 feet in length that will provide protection from the 200-year flood event. The levee is a northwest extension of the Stage 2A Levee.

Schedule

The schedule identified in the APF Report remains the same. The Stage 2B Levee was constructed in summer 2017, ahead of schedule.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Stage 2B Levee Project - Design	<i>Complete</i>	<i>Complete</i>
Stage 2B Levee Project - Construction	<i>Complete</i>	<i>Complete</i>

Costs and Expenditures

The Stage 2B Levee Project was funded by the project developer, River Islands Development, LLC (RID).

Delays and Changes

There were no significant delays in meeting the scheduled 2018 completion of the Stage 2B Levee Project, nor were there any significant changes to the project's approach. Construction of the flood control features was completed in 2017.

SCOUR PREVENTION PROJECTS

The scour prevention projects consists of evaluating the potential for erosion and scour failure of the Stage 1 Interior Levee, Stage 2A Levee and Stage 2B Levee caused by failure of the Old River Levee. Similarly, but separate, is a concern for erosion and scour failure of Cross Levee, due to its proximity to the UPRR embankment. Pending the results of the evaluation, a structural solution may be required. The scope identified in the APF Report remains the same.

Schedule

The schedule identified in the APF Report remains the same. Evaluations of the potential for erosion and scour failure will begin in 2018. Construction is still anticipated to be complete in October 2020.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Scour Prevention Project - Old River – Design and Permitting	2018	2020
Scour Prevention Project - Old River - Construction	2020	2020
Scour Prevention Project - UPRR – Design and Permitting	2018	2020
Scour Prevention Project – UPRR - Construction	2020	2020



Costs and Expenditures

A solution for resolving the scour concerns has not yet been identified; therefore a cost estimate has not yet been developed. The scour prevention projects will be funded by RID.

Delays and Changes

There have been no significant delays in meeting the scheduled 2020 completion of the scour prevention projects, nor are there any significant changes to the project's approach.

RD 2062 O&M MODERNIZATION AND RIGHT-OF-WAY

The ULDC provides requirements to support a modern levee program. This includes ensuring robust operations and maintenance (O&M) practices and procedures and appropriate right-of-way are in place for urban levees. The scope identified in the APF Report remains the same and progress continues to be made. River Islands has granted easements to RD 2062 for the entire embankment, 20 feet landward of the landside toes, and 15 feet waterward of the waterside toes for the Stage 2A and Stage 2B levees.

Schedule

The schedule identified in the APF Report has changed. A new O&M Manual for the Phase 1 levee system continues to be developed while the Phase 1 levee system is modified (i.e., levees are built and removed, features are added). Completion of the effort is expected after the construction of the scour prevention projects, scheduled in 2020. Easements to RD 2062 for the Stage 2A and 2B levees have been recorded, ahead of schedule.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
RD 2062 O&M Modernization	<i>Ongoing</i>	2021
RD 2062 Transfer of Real Estate Rights for Stage 2A Levee and Stage 2B Levee	<i>Complete</i>	<i>Complete</i>

Costs and Expenditures

Progress on the RD 2062 O&M Modernization effort and is not being tracked by costs and expenditures, but instead through production of deliverables such as technical memoranda, updated O&M Manual chapters, plans, etc. A high level cost estimates for performing the work is \$25,000. RD 2062 will accomplish these tasks using funds obtained through its annual assessment and/or through funds provided by RID.






Delays and Changes

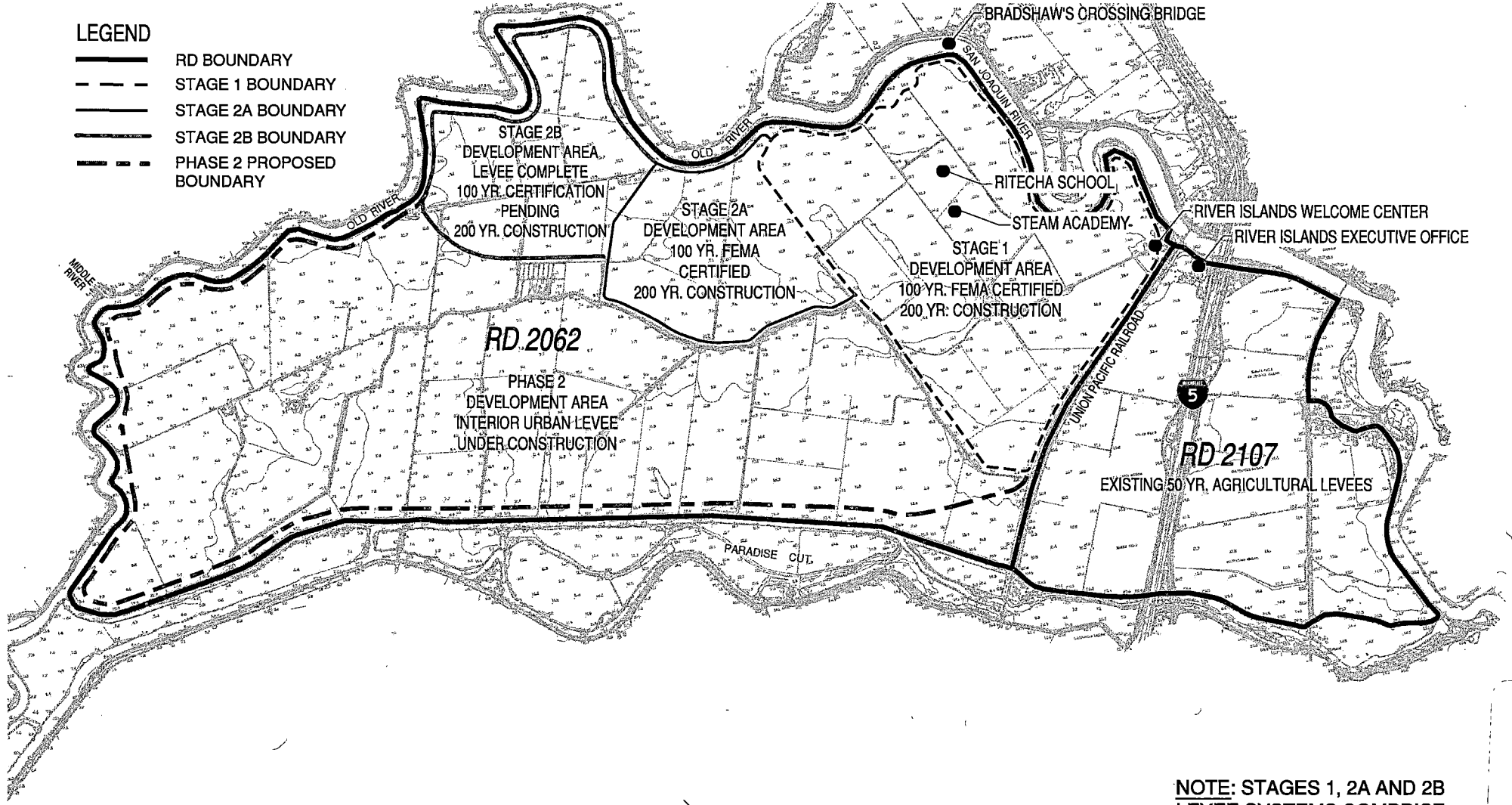
There have been no significant delays in developing a new O&M Manual and program for the Phase 1 levee system, nor were there any significant changes to the project's approach. However, as described above, the O&M modernization will continue to progress until after construction of the scour prevention projects, representing the last construction efforts for Phase 1.

CONCLUSION

RD2062 continues to make progress towards providing an urban level of flood protection to the River Islands Phase 1 Area by 2025. RD 2062 will continue to make progress and report on this progress annually. The next annual report will be submitted in June 2020.

LEGEND

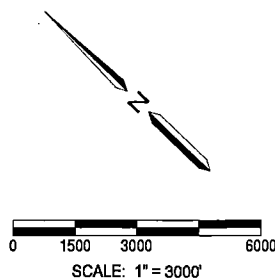
-  RD BOUNDARY
-  STAGE 1 BOUNDARY
-  STAGE 2A BOUNDARY
-  STAGE 2B BOUNDARY
-  PHASE 2 PROPOSED BOUNDARY



**NOTE: STAGES 1, 2A AND 2B
LEVEE SYSTEMS COMPRISE
PHASE 1 FLOOD PROTECTION
AREA FOR RIVER ISLANDS**

**RIVER ISLANDS
STEWART TRACT
FLOOD PROTECTION AREAS**

CITY OF LATHROP CALIFORNIA



O'DELL
ENGINEERING
Modesto Palo Alto Pleasanton

Attachment C

ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2019

Mr. Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

Re: Adequate Progress Finding for Phase 1 – River Islands at Lathrop


Dear Glenn,

At its June 25, 2019 special meeting, the Island Reclamation District 2062 Board of Trustees (RD 2062) unanimously adopted Resolution 19-6, approving "*The River Islands at Lathrop Phase I Area Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report*" ("2019 Annual Report") and directed the President to provide the Annual Report to the City for adoption of an Adequate Progress Finding ("APF").

The enclosed Annual Report incorporates by reference the previous River Islands at Lathrop, Stage 1 Levee System, Report of Adequate Progress Towards an Urban Level of Flood Protection which supported the City's 2016, 2017 and 2018 Adequate Progress Findings for Phase 1 of the River Islands project. River Islands continues to expand the urban levee system within RD 2062, with the Phase 2 levee being constructed currently.

Because the entire Phase 1 Area does not currently have a certified urban level of flood protection, and to support the continued development of the River Islands project, RD 2062's District Engineer has prepared the Annual Report in order to support an APF for the Phase 1 Area by the City. The Annual Report is enclosed with this letter for your review and the City Council's adoption at their next available meeting.

Sincerely,



SUSAN DELL'OSSO
President, RD 2062

Encl.: 2019 Annual Report

ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

July 9, 2019

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

Re: Annual Report of Progress - River Islands at Lathrop Phase 1 Area, Lathrop, CA

On July 8, 2019 the City of Lathrop adopted an Adequate Progress Finding for the River Islands at Lathrop Phase 1 Area. In accordance with the requirements of Government Code §65007 (a) and the Urban Level of Flood Protection Criteria issued by the Department of Water Resources in 2013, Island Reclamation District No. 2062, as the local flood management agency, respectfully submits the enclosed annual report of progress towards providing an urban level of flood protection for the River Islands at Lathrop Phase 1 urban area.

This report is available to the public at the following website: www.ci.lathrop.ca.us.

Questions on the matter may be referred to Ms. Claire Marie Turner at turner@mbkengineers.com or 916-456-4400.

Sincerely,

SUSAN DELL'OSSO
President, RD 2062

Encl.: 2019 Annual Report

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CENTRAL LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES AND CITY FEES STUDY AND THE FEES RECOMMENDED THEREIN**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt A Resolution Adopting the Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study and the Fees Recommended Therein**

SUMMARY:

Capital Facilities Fees (CFF) and City planning fees 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, community facilities, and entitlements. The City retained Goodwin Consulting Group (GCG) to assist in preparing fees for the Central Lathrop Specific Plan Area (CLSP) pursuant to the provisions in the Assignment and Amendment of the Development Agreement (DA) with Saybrook CLSP, LLC (Saybrook) dated, December 6, 2016. Based on the DA, Saybrook is the successor to Richland Planned Communities (Richland), the prior developer of CLSP, for all expenses paid by Richland. Therefore, Saybrook is eligible for reimbursement/credits based on being the successor to Richland that paid the expenses for the infrastructure and expenditures associated with developing the CLSP area. GCG prepared the Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study (Fee Study) included as Attachment B, that identifies establishing new CFF's that would reimburse Saybrook for storm drain system improvements to storm drainage areas 2 and 4 (referred to as WS 2 and WS 4) including establishing City fees for reimbursement of entitlement costs to Saybrook and costs for unpaid staff time related to the development of CLSP still owed to the City.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the CLSP Capital Facilities Fees and City Fees Study and the fees recommended therein.

BACKGROUND:

On February 11, 2019, the City Council adopted the Central Lathrop Specific Plan Capital Facilities Fees Study Update prepared by GCG. GCG updated existing fees for inflation, updated project costs for the West/Central Lathrop Regional Transportation CFF and Sewer/Recycled Water System CFF and prepared a new In-Lieu Community Parks Dedication fee for the CLSP area.

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH CAPITAL FACILITIES FEES AND CITY FEES FOR CENTRAL
LATHROP SPECIFIC PLAN**

PAGE 2

On June 5, 2019, the City contracted GCG to assist in preparing fees for the CLSP area pursuant to the provisions in the DA.

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. The Fee Study identifies establishing new CFF's that would reimburse Saybrook for storm drain system improvements to WS 2 and WS 4. The Fee Study also includes City planning fees, in accordance with Section 65456 of the California Government Code, for reimbursement of entitlement costs and City costs for unpaid staff time related to development of CLSP. The fees (CLSP Fees) presented in the Fee Study include the following:

- CFF for CLSP Storm Drainage System Improvements – Watershed 2
- CFF for CLSP Storm Drainage System Improvements – Watershed 4
- City planning fee to Reimburse Saybrook for Entitlement Costs
- City planning fee to Reimburse the City for staff costs associated with the processing of the Central Lathrop Specific Plan and associated entitlements

Storm Drainage System Improvements- Watershed 2 (WS 2) CFF

Storm Drain System Improvements for WS 2 were constructed by the Prior Developer (Richland) and/or Saybrook and include pipelines, manholes, and a portion of a shared storm drain/sanitary sewer pump station. The total cost of storm drainage system improvements for WS 2 was \$6,321,210 in 2016. This cost was updated using the Engineering News Record (ENR) 20-City Construction Cost Index (20-City CCI) to 2019 dollars (\$6,714,716) and with the addition of pump station improvements by Saybrook totaling \$792,000, the total cost increased to \$7,506,716. These facilities will serve development in the WS 2 area and therefore the total cost is allocated proportionately to properties in WS 2 based on total net acreage. The total net acreage in WS2 is 160.3 acres and this excludes City-owned property, parcels planned for future parks, and public roads since they are considered assets of the City. The WS 2 area is planned for variable and high density residential, office/commercial, and a neighborhood park. The proposed Storm Drainage System Improvements CFF for WS 2 is \$46,829 per acre and is to be paid by benefitting properties within the WS 2 area of CLSP. See Exhibit 2 in the Fee Study for the Boundaries of WS 2.

Storm Drainage System Improvements- Watershed 4 (WS 4) CFF

Storm Drain System Improvements for WS 4 were constructed by the Prior Developer (Richland) and/or Saybrook and include pipelines, manholes, and a portion of a shared storm drain/sanitary sewer pump station. The total cost of storm drainage system improvements for WS 4 was \$5,286,045 in 2016. This cost was updated using the ENR 20-City CCI to 2019 dollars (\$5,615,110) and with the addition of pump station improvements by Saybrook totaling \$792,000, the total cost increased to \$6,407,110.

These facilities will serve development in the WS 4 area and therefore the total cost is allocated proportionately to properties in WS 4 based on total net acreage. The total net acreage in WS 4 is 180.9 acres and this excludes City-owned property, parcels planned for future parks, and public roads since they are considered assets of the City. The WS 4 area is planned for variable density residential, mixed-use residential, neighborhood commercial, office/commercial, and a neighborhood park. The proposed Storm Drainage System Improvements CFF for WS 4 is \$35,418 per acre and is to be paid by benefitting properties within the WS 4 area of CLSP. See Exhibit 2 in the Fee Study for the Boundaries of WS 4.

City Fee for Reimbursement of Entitlement Costs

The Entitlement Costs Fee is a City planning fee pursuant to Section 65456 of the California Government Code. The total entitlement cost includes the cost of preparing, adopting and/or certifying, administering, and defending the CLSP, the CLSP EIR, and all other related documents and approvals benefitting CLSP Properties. The project costs include any amounts Richland or Saybrook paid directly or disbursed from a reimbursement account held by the City. The total estimated cost of entitlements, as shown in the DA, was \$3,400,000, in 2016. This cost was updated using the ENR 20-City CCI to \$3,611,656 in 2019 dollars. The CLSP entitlements benefit all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP based on developable net acreage. Total estimated net acreage in the CLSP area is 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads since they are considered assets of the City. The proposed planning fee for Reimbursement of Entitlement Costs is \$3,200 per acre and is to be paid by benefitting properties within the entire CLSP area. This fee will apply to all development in the entire CLSP area; however, Saybrook will receive fee credits and reimbursement since they and/or the Prior Developer funded these costs.

City Fee for Reimbursement of Prior Developer Account Open Items

The Fee for Reimbursement of Prior Developer Account Open Items is a City planning fee levied in accordance with Section 65456 of the California Government Code. The fee includes the cost for City staff time spent on the entitlement process for the CLSP. The total estimated cost, as shown in the DA, was \$190,864 in 2016. This cost increases to \$202,746 when updated to 2019 dollars using the ENR 20-City CCI. City staff efforts associated with the entitlement process provided benefit to all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP based on developable net acreage. The total estimated net acreage in the CLSP area is 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, and public roads since they are considered assets of the City. The proposed planning fee for Reimbursement of Prior Developer Account Open Items is \$180 per acre and will be levied throughout the CLSP area. The City funded these costs and therefore will receive reimbursement from all developers in the CLSP area.

CITY MANAGER'S REPORT **PAGE 4**
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH CAPITAL FACILITIES FEES AND CITY FEES FOR CENTRAL
LATHROP SPECIFIC PLAN

Table 1 summarizes the total costs proposed to be included in the Fee Program. The City updated the fees from 2016 dollars to 2019 dollars using the ENR 20-City CCI. In addition to the inflation adjustment, an additional cost of \$792,000 was added to the storm drainage system improvement costs for each drainage area, WS 2 and WS 4, for the additional pump station improvements constructed by Saybrook.

Table 1
CLSP Fee Program Costs

No.	Improvement	Cost (2016 \$)	Cost (2019 \$) ¹
1	Entitlements	\$3,400,000	\$3,611,656
2	Prior Developer Account Open Items	\$190,864	\$202,746
3	Storm Drain System Improvements - Watershed #2	\$6,321,210	\$7,506,716
4	Storm Drain System Improvements - Watershed #4	\$5,286,045	\$6,407,110
Total		\$15,198,119	\$17,728,228

1. Costs inflated by 6.23% from 2016 to 2019 pursuant to the CLSP Development Agreement.

Source: MacKay & Soms; Exhibit D3 of the Assignment and Amendment of Development Agreement between City of Lathrop, Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the CLSP

Table 2 summarizes the proposed CLSP Fees and identifies the areas within CLSP that will be subject to the proposed fees.

Table 2
CLSP Fee Summary

Reimbursable Item	Reimbursable		Fee Area	CLSP (Per Acre)	WS2 Area (Per Acre)	WS4 Area (Per Acre)
	Costs (2019 \$)	Net Acreage ¹				
1 Entitlement Fee	\$3,611,656	1,128.6	CLSP	\$3,200	-	-
2 Prior Developer Account Open Items Fee	\$202,746	1,128.6	CLSP	\$180	-	-
3 Storm Drainage Sys Improvements - WS2 Fee	\$7,506,716	160.3	WS2	-	\$46,829	-
4 Storm Drainage Sys Improvements - WS4 Fee	\$6,407,110	180.9	WS4	-	-	\$35,418
Total	\$17,728,228			\$3,380	\$46,829	\$35,418

1. Net acreage of CLSP excludes acreage associated with public uses, parks and open space, and major/existing roadways.

Net acreages for WS2 and WS4 do not include acreage owned by the City of Lathrop, or intended for parks, roadways, or other public uses.

Sources: MacKay & Soms; City of Lathrop

FEE ADJUSTMENTS

The CLSP Fees may be adjusted in future years to reflect revised facility standards, revised costs, or changes in land uses, or development plans. In addition to such adjustments, each year the CLSP Fees will be adjusted by the change in the ENR 20-City Construction Cost Index over the prior calendar year. The facilities costs inflated in this Fee Study are based on the ENR 20-City CCI value for December 2018, which is \$11,186.

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. The DA requires the City to establish a mechanism to reimburse Saybrook for construction of storm drainage facilities and to reimburse Saybrook and the City for past expenditures associated with developing the CLSP area.

FISCAL IMPACT:

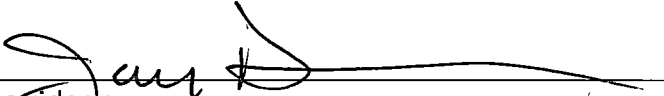
The Fee Study is being funded by Saybrook. The Fee for Reimbursement of Prior Developer Account Open Items is a City planning fee being created to reimburse the City \$202,746 for staff time spent on the entitlement process for CLSP. The proposed planning fee is \$180 per acre and will be levied throughout the CLSP area.

ATTACHMENTS:

- A. Resolution Adopting the Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study and the Fees Recommended Therein
- B. Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study by Goodwin Consulting Group, dated June 25, 2019

CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH CAPITAL FACILITIES FEES AND CITY FEES FOR CENTRAL
LATHROP SPECIFIC PLAN

APPROVALS:




Jay Davidson
Principal Engineer

6-26-19
Date



Michael King
Assistant Public Works Director

6-26-19
Date



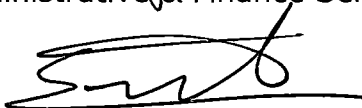
Glenn Gebhardt
City Engineer

6/26/19
Date



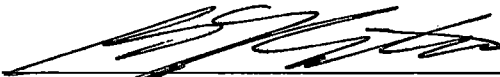
Cari James
Administrative & Finance Services Director

6/27/19
Date



Salvador Navarrete
City Attorney

6-26-19
Date



Stephen J. Salvatore
City Manager

6-26-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING THE CENTRAL LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES AND CITY FEES STUDY AND THE FEES RECOMMENDED THEREIN

WHEREAS, the Capital Facilities Fees (CFF) and City planning fees 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, community facilities, and entitlements; 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, on June 5, 2019, City retained Goodwin Consulting Group (GCG) to assist in preparing fees for the Central Lathrop Specific Plan Area (CLSP) pursuant to the provisions in the Assignment and Amendment of the Development Agreement (DA) with Saybrook CLSP, LLC (Saybrook) dated December 6, 2016; and

WHEREAS, based on the DA, Saybrook is the successor to Richland Planned Communities (Richland), the prior developer of CLSP, for all expenses paid by Richland and therefore Saybrook is eligible for reimbursement/credits based on being the successor to Richland that paid the expenses for the infrastructure and expenditures associated with developing the CLSP area; and

WHEREAS, GCG prepared the Central Lathrop Specific Plan (CLSP) Capital Facilities Fees and City Fees Study (Fee Study) dated June 25, 2019, that identifies establishing new fees for the CLSP; and

WHEREAS, the new fees (CLSP Fees) presented in the Fees Study include the following:

- CFF for CLSP Storm Drainage System Improvements – Watershed 2
- CFF for CLSP Storm Drainage System Improvements – Watershed 4
- City planning fee to Reimburse Saybrook for Entitlement Costs
- City planning fee to Reimburse the City for staff costs associated with the processing of the Central Lathrop Specific Plan and associated entitlements

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 identifies establishing new CFF's, based on the DA, that would reimburse Saybrook for storm drain system improvements to watersheds 2 and 4; and

WHEREAS, the Fee Study also identifies establishing City planning fees, in accordance with Section 65456 of the California Government Code, for reimbursement of entitlement costs and City costs related to development of CLSP; 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.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby adopt the Central Lathrop Specific Plan Capital Facilities Fees and City Fees Study, dated June 25, 2019 attached as Attachment "B" to the City Council Staff Report of July 8, 2019 and incorporated herein by this reference and Council hereby adopts the fees recommended therein and adds the fees to the Capital Facility Fee Program based on findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.) specifically Council hereby makes all of the following findings:

1. The purpose of the CFFs is to provide funding for the Storm Drainage System infrastructure identified in this Nexus Study. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. The geographic area in which the fees will be imposed is the CLSP study area, that abuts the northern boundary of Mossdale Village, as illustrated in Attachment "B" boundary map to the City Council Staff Report of July 8, 2019 and incorporated herein by this reference.
3. The estimated fair and proportionate share of the cost of CLSP's contribution to providing infrastructure and community facilities within the City are contained in this Capital Facilities Nexus Study.
4. There is a reasonable relationship between the type of development projects on which the fee is imposed and the uses of the fees. The CFF revenue collected from the CLSP area will reimburse the developer for the storm drainage facilities that have already been constructed and oversized for other development included in this Nexus Study. These facilities will serve development in the CLSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements.

5. There is a reasonable relationship between the amount of each CFF and the cost of the public facility, or portion thereof, is established in this Nexus Study through the proportionate allocation of costs based on the amount of developable acreage. As a result, each property is allocated its fair share of the cost based on its impact.

By assigning the demand for infrastructure and facilities based on the developable acreage for each parcel 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.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of July 2019, by the following vote:

AYES:

NOES:

ABSENT:

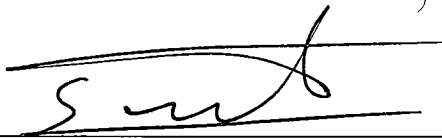
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

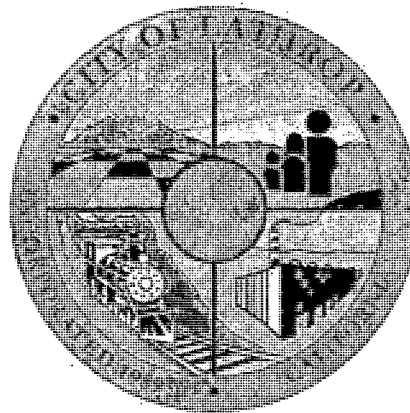
GCG

GOODWIN CONSULTING GROUP

CENTRAL LATHROP SPECIFIC PLAN (CLSP) CAPITAL FACILITIES FEES AND CITY FEES STUDY

Fees Included:

- 1. CLSP Storm Drainage System Improvements – WS2**
- 2. CLSP Storm Drainage System Improvements – WS4**
- 3. CLSP Entitlement Fee**
- 4. CLSP Prior Developer Account Open Items Fee**



June 25, 2019

**CENTRAL LATHROP SPECIFIC PLAN (CLSP) CAPITAL FACILITIES
FEES AND CITY FEES STUDY**

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EXECUTIVE SUMMARY

PURPOSE OF THE FEE STUDY

The City of Lathrop (“City”) retained Goodwin Consulting Group to assist in establishing fees for the Central Lathrop Specific Plan Area (“CLSP”) pursuant to the provisions in the Assignment and Amendment of Development Agreement By and Between the City of Lathrop, Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan (“the DA”). The DA was approved by the City Council on December 5, 2016.

The fees (the “CLSP Fees”) presented in this *Central Lathrop Specific Plan (CLSP) Capital Facilities Fees and City Fees Study* (“Fee Study”) include the following:

- Capital Facilities Fee (CFF) for CLSP Storm Drainage System Improvements – Watershed 2
- CFF for CLSP Storm Drainage System Improvements – Watershed 4
- City planning fee to reimburse Saybrook CLSP, LLC (“Saybrook”) entitlement costs
- City planning fee to reimburse the City for staff costs associated with the processing of the Central Lathrop Specific Plan and associated entitlements

CAPITAL FACILITIES AND ENTITLEMENT COSTS

Section 7.05.4. of the DA states that Saybrook CLSP, LLC shall provide storm drain facilities adequate to accommodate the storm water runoff from the area. Exhibit D3 in the DA identifies the construction costs for storm drainage improvements for Watershed 2 (WS2) and Watershed 4 (WS4). These storm drainage facilities have been constructed by Richland Planned Communities, the prior developer (“Richland” or the “Prior Developer”) for the project.

WATERSHED 2 (WS 2)

WS 2 system improvements include pipelines, manholes, and a shared pump station. The total cost of storm drainage system improvements for WS 2 was \$6,321,210 in 2016. This 2016 cost is inflated by the 20-City ENR construction cost index to 2019 dollars and additional pump station improvements totaling \$792,000 increased the cost to \$7,506,716 in 2019 dollars. These facilities will serve development in the WS2 and therefore the total cost is allocated proportionately to properties in WS2 based on total net acreage. Total net acreage in WS2 is 160.3 acres and this excludes City-owned property, parcels planned for future parks, and public roads. The WS.2 area is planned for variable and high density residential, office/commercial, and a neighborhood park.

WATERSHED 4 (WS 4)

WS 4 system improvements include pipelines, manholes, and a shared pump station. The total cost of storm drainage system improvements for WS 4 is \$5,286,045 in 2016. This 2016 cost was inflated by the ENR 20-City Construction Cost Index (CCI) to 2019 dollars and additional pump station improvements totaling \$792,000 increased the cost to \$6,407,110 in 2019 dollars. These facilities will serve development in the WS4 and therefore the total cost is allocated proportionately to properties in WS4 based on net acreage. Total net acreage in WS4 is 180.9 acres and this excludes City-owned property, parcels planned for future parks, and public roads. The area is planned for variable density residential, mixed-use residential, neighborhood commercial, office/commercial, and a neighborhood park.

ENTITLEMENTS COSTS

The total entitlement cost includes the cost of preparing, adopting, and/or certifying, administering, and defending the CLSP, the CLSP EIR, and all other related documents and approvals benefitting CLSP Property. Project costs include any amounts Richland or Saybrook paid directly or disbursed from a reimbursement account held by the City. The total estimated cost of entitlements, as shown in Exhibit D3 of the DA, was \$3.4 million in 2016. This cost increases to \$3.6 million when inflated to 2019 dollars using the ENR 20-City CCI. The CLSP entitlements benefit all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP based on developable net acreage. Total estimated net acreage in CLSP is 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads.

PRIOR DEVELOPER ACCOUNT OPEN ITEMS COSTS

The total Prior Developer Account Open Items cost includes the cost of City staff time spent on the entitlement process for the CLSP. The total estimated cost, as shown in Exhibit D3 of the DA, was \$190,864 in 2016. This cost increases to \$202,746 when inflated to 2019 dollars using the ENR 20-City CCI. City staff efforts associated with the entitlement process provide benefit to all development in the CLSP area and therefore the total cost is allocated proportionately to properties in CLSP based on developable net acreage. Total estimated net acreage in CLSP is 1,128.6 acres and this excludes City-owned property, parcels planned for future parks, open space, and public roads.

TOTAL COSTS

Table 1 summarizes the total costs included in the Fee Program. The City inflates all fees every January based on the Engineering News Record 20-City CCI. The ENR 20-City CCI value was 10,530.0 in December 2016 and was 11,185.5 in December 2018. Based on the increased value of the ENR 20-City CCI since December 2016, the costs in this Fee Study were increased by 6.23%, as shown in Table 1. In addition to the inflation adjustment, an additional cost of \$792,000 was added to the storm drainage system improvement costs for Watersheds 2 and 4 due to improvements required on the shared pump station serving these areas.

Table 1
CLSP Fee Program Costs

No.	Improvement	Cost (2016 \$)	Cost (2019 \$) /1
1	Entitlements	\$3,400,000	\$3,611,656
2	Prior Developer Account Open Items	\$190,864	\$202,746
3	Storm Drain System Improvements - Watershed #2	\$6,321,210	\$7,506,716
4	Storm Drain System Improvements - Watershed #4	\$5,286,045	\$6,407,110
	Total	\$15,198,119	\$17,728,228

1. Costs inflated by 6.23% from 2016 to 2019 pursuant to the CLSP Development Agreement.

Source: MacKay & Soms; Exhibit D3 of the Assignment and Amendment of Development Agreement between City of Lathrop, Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the CLSP

FEE SCHEDULE

Table 2 on the following page summarizes the proposed CLSP Fees and identifies the areas within CLSP that will be subject to the fees.

The Entitlement Fee is a City planning fee pursuant to Government Code 65456. The Entitlement Fee equals \$3,200 per net acre of development and will be levied throughout the CLSP area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in CLSP and also reimbursement from other developers in the CLSP area.

The Prior Developer Account Open Item Fee is also a City planning fee pursuant to Government Code 65456. The fee equals \$180 per net acre of development and will be levied throughout the

CLSP area. The City of Lathrop funded these costs and therefore will receive reimbursement from all developers in the CLSP area.

The WS 2 Fee is a capital facilities fee pursuant to Government Code 66000. The WS 2 Fee is \$46,829 per net acre of development and will be levied only in the Watershed 2 area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in WS 2 and also reimbursement from other developers in the WS 2 area.

The WS 4 Fee is also a capital facilities fee pursuant to Government Code 66000. The WS 4 Fee is \$35,418 per net acre of development and will be levied only in the Watershed 4 area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in WS 4 and also reimbursement from other developers in the WS 4 area.

**Table 2
CLSP Fee Summary**

Reimbursable Item	Reimbursable		Fee Area	CLSP (Per Acre)	WS2 Area (Per Acre)	WS4 Area (Per Acre)
	Costs (2019 \$)	Net Acreage ¹				
1 Entitlement Fee	\$3,611,656	1,128.6	CLSP	\$3,200	-	-
2 Prior Developer Account Open Items Fee	\$202,746	1,128.6	CLSP	\$180	-	-
3 Storm Drainage Sys Improvements - WS2 Fee	\$7,506,716	160.3	WS2	-	\$46,829	-
4 Storm Drainage Sys Improvements - WS4 Fee	\$6,407,110	180.9	WS4	-	-	\$35,418
Total	\$17,728,228			\$3,380	\$46,829	\$35,418

1. Net acreage of CLSP excludes acreage associated with public uses, parks and open space, and major/existing roadways.

Net acreages for WS2 and WS4 do not include acreage owned by the City of Lathrop, or intended for parks, roadways, or other public uses.

Sources: MacKay & Soms; City of Lathrop

FEE ADJUSTMENTS

The CLSP Fees may be adjusted in future years to reflect revised facility standards, revised costs, or changes in land uses, or development plans. In addition to such adjustments, each year the CLSP Fees will be adjusted by the change in the ENR 20-City Construction Cost Index over the prior calendar year. The inflation-adjusted facilities and planning costs in this Fee Study are based on the ENR 20-City CCI value for December 2018, which is 11,185.5.

I. INTRODUCTION

BACKGROUND

The City of Lathrop is located in the Sacramento central valley, approximately 58 miles south of Sacramento and 80 miles east of San Francisco. When the City incorporated in 1989, its population was approximately 6,500; as of January 2018, the California Department of Finance estimates the City's population is 24,268.

FEES INCLUDED IN FEE STUDY

The City retained Goodwin Consulting Group to assist in establishing fees for the Central Lathrop Specific Plan Area pursuant to the provisions in the Assignment and Amendment of Development Agreement By and Between the City of Lathrop, Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan.

The CLSP Fees presented in this *Central Lathrop Specific Plan (CLSP) Capital Facilities Fees and City Fees Study* include the following:

- Capital Facilities Fee for CLSP Storm Drainage System Improvements – Watershed 2
- CFF for CLSP Storm Drainage System Improvements – Watershed 4
- City planning fee to reimburse Saybrook CLSP, LLC entitlement costs
- City planning fee to reimburse the City for staff costs associated with the processing of the Central Lathrop Specific Plan and associated entitlements

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 CLSP Storm Drainage System Improvements CFF for Watershed 2 and Watershed 4 were established in accordance 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	Provides a brief summary of the land uses planned for CLSP
Chapter 3	Provides an explanation of the fee methodology used to calculate the fees in this Fee Study
Chapters 4-7	Provide details of the fee calculations for the CLSP WS2 and WS4 Storm Drainage System Improvement CFFs, as well as the Reimbursement Fees for Entitlement Costs and Prior Developer Account Open Items Costs
Chapter 8	Discusses the nexus findings for the WS2 and WS4 CFFs
Chapter 9	Summarizes the CLSP Fees and estimated the credits and reimbursements due the Developer
Chapter 10	Addresses implementation of the fee program, future fee adjustments, and administrative duties required by the fee law

2. Land Uses in CLSP

CLSP abuts the northern boundary of Mossdale Village and includes 1,521 gross acres that are currently planned for 5,144 residential units and approximately 4.7 million square feet of commercial space. The 5,144 units include 4,870 single family residential (“SFR”) units and 274 multifamily residential (“MFR”) units. Saybrook is the primary developer in CLSP. Saybrook estimates that their project will include a total of 1,850 residential units, including 1,576 SFR and 274 MFR units.

**Table 3.0
CLSP Land Use Summary**

Key	Land Use	Acres
VR-CL	Variable Density Residential-CL	703.1
HR-CL	High Density Residential-CL	28.3
R/MU-CL	Residential / Mixed Use-CL	45.2
OC/VR WWTP-CL	Office-Commercial/Residential/ Wastewater Treatment Plant-CL	67.0
OC-CL	Office Commercial-CL	239.7
NC-CL	Neighborhood Commercial-CL	12.6
SPC-CL	Specialty Commercial-CL	7.9
P-SP/NC-CL	Public/Semi-Public/Neigh. Comm'l - CL	11.1
HS-CL	High School-CL	50.0
K-8-CL	K-8 School-CL	54.6
CP-CL	Community Park-CL	70.0
NP-CL	Neighborhood Park-CL	45.0
OS-CL	Levee, Open Space, River-CL	93.8
n/a	Major Roads-CL	92.7
CLSP Gross Acreage		1521.0

Source: Central Lathrop Specific Plan

Table 3.1 identifies the net acreage in the CLSP area. The total net acreage does not include public land uses, parks and open space, or major/existing roadways. Several updates to the net acreage have occurred since the CLSP was adopted and these changes have been incorporated into Table 3.1. For example, an 18-acre site that was previously planned for a K-8 school was rezoned to Variable Density Residential; the City also rezoned 12.56 acres of park land to residential development; and 5.76 acres that were planned for Residential Mixed Use were developed as the City’s Generation Center. After incorporating these zoning changes, the total net acreage in the CLSP area equals 1,128.6 acres.

**Table 3.1
CLSP Net Acreage Summary**

Land Use		Acreage (Net)¹
Variable Density Residential	VR ²	747.0
High Density Residential	HR	28.3
Residential (Mixed Use)	R(MU) ³	26.1
Office/Commercial (Mixed)	OC/VR	67.0
Office/Commercial	OC/VR	239.7
Neighborhood Commercial	NC	12.6
Specialty Commercial	SPC	7.9
CLSP Net Acreage¹		1128.6

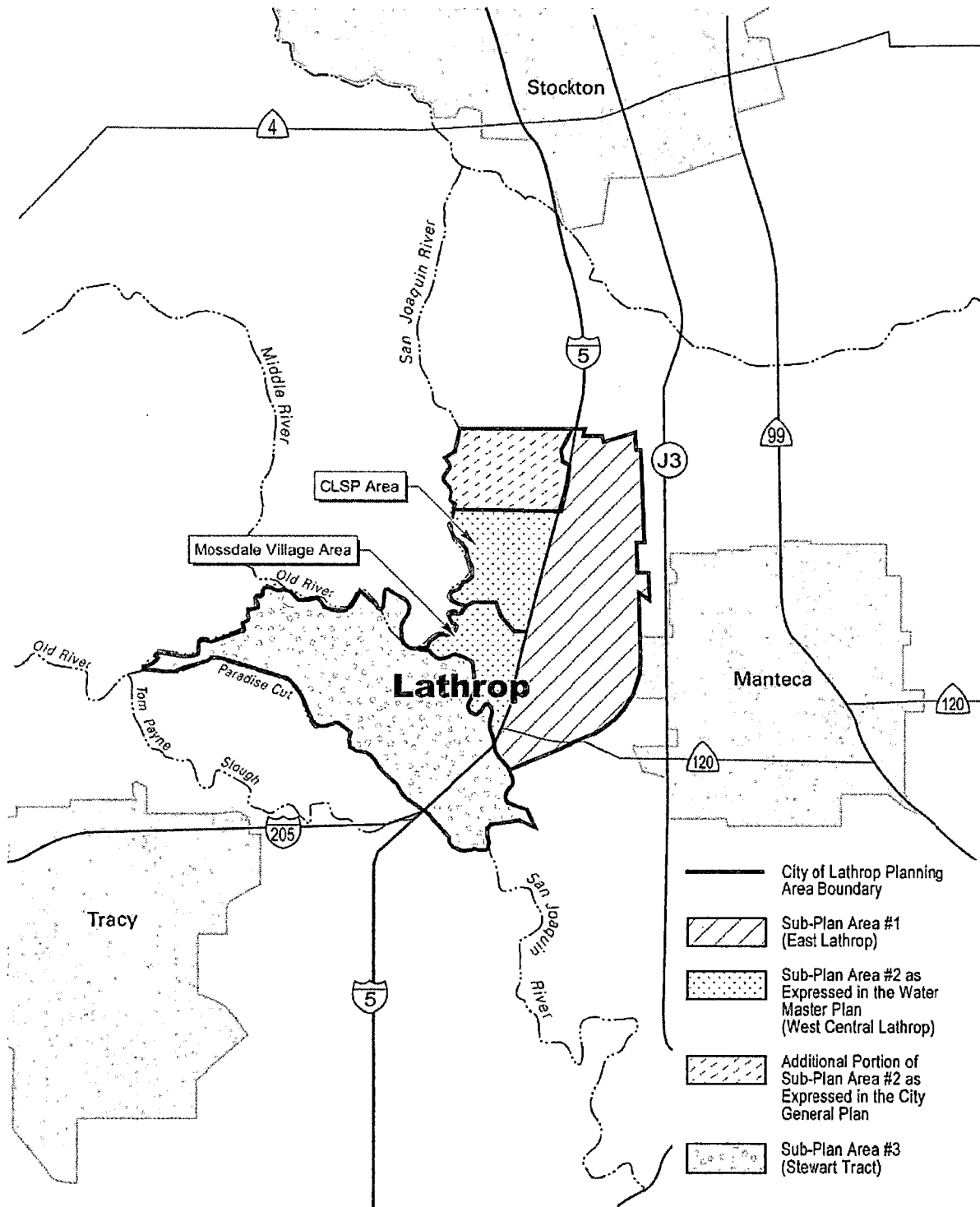
¹ Net acreage does not include public uses, parks and open space, or major/existing roadways.

² Variable Density Residential acreage includes a formerly planned 18-acre K-8 schoolsite that was rezoned to VR; 13.34 acres that were planned for Mixed Use Residential, but are developed as Variable Density Residential; and 12.56 acres that were rezoned from park land to residential development.

³ Residential Mixed Use acreage exludes 19.1 acres that were planned for R(MU); 13.34 acres were developed as Variable Density Residential and an additional 5.76 acres were developed as the Lathrop Generations Center.

Source: Central Lathrop Specific Plan; MacKay & Somps

Exhibit 1 – Map of Central Lathrop Specific Plan



3. *FEE METHODOLOGY*

When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this Fee Study to allocate facilities costs to development and determine the fees in the fee program.

FEE METHODOLOGY

The plan-based fee methodology is used in this Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The WS 2 and WS 4 Fees were calculated based on the plan-based methodology. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1* Identify facilities and estimate future demand for facilities at build out of the plan area
- Step 2* Estimate the cost of facilities needed to serve the future development in the plan area
- Step 3* Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.

- Step 4** Select cost allocation factor that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factor to each of the land use categories based on their relative service demand or impact on each type of facility; this Fee Study uses net acres to allocate costs in WS 2 and WS 4
- Step 5** Divide the facilities cost by the net acres in each watershed area to determine the facilities fees

CITY PLANNING FEES

The Entitlement Fee and the Prior Developer Account Open Items Fee are City planning fees and not development impact fees. These fees will be adopted by the City Council pursuant to Section 65456 of the California Government Code. This Section of the Government Code allows the City of Lathrop impose a specific plan fee upon persons seeking governmental approvals which are required to be consistent with the specific plan. The law states that the fees shall be established so that, in the aggregate, they defray, but do not exceed the costs of preparation, adoption, and administration of the specific plan and associated environmental quality documents.

4. STORM DRAINAGE SYSTEM IMPROVEMENTS – WATERSHED 2 CFF

Section 7.05.4. of the DA states that Saybrook shall provide storm drain facilities adequate to accommodate the storm water runoff from the areas that it develops. Section 5.05.3 requires the City to establish a finance mechanism to allocated development its fair share project costs and reimburse Saybrook for any oversizing of facilities. All developable acres in WS 2 will be subject to the WS 2 CFF. This section of the report identifies the land acreage, costs, and the CFF rate required to fund the reimbursement of storm drainage infrastructure costs for Watershed 2.

WATERSHED 2 FACILITIES AND COSTS

Storm Drain System Improvements for WS 2 were constructed by the Prior Developer and/or Saybrook and consist of various size pipelines, manholes, 1/4 of the total pump station cost and costs associated with right-of-way acquisition, contingencies, and design, plan check, bonding, staking, and inspection. The total cost was \$6,321,210 in 2016. This cost was inflated using the ENR 20-City CCI to \$6,714,716 in 2019 dollars. Furthermore, 1/4 of additional pump station costs (Table 4), equal to \$792,000 were added to the pump station cost. Table 5 on the following page shows the total cost of WS 2 facilities is \$7,506,716.

**Table 4
Additional Pump Station Costs**

2017 - Saybrook Contract to Auburn	\$270,000
Change Orders to Auburn Contract	\$2,834,548
Total Amount Paid to Auburn by 2017 Saybrook Contract	\$3,104,548
Sale of Equipment to Crow Holdings (City ordered Removal)	(\$254,625)
Amount Paid to TESCO by SFA	\$91,950
Amount Paid to GENERAC by SFA	\$23,214
Amount Paid to SHAPE by SFA	\$28,965
Amount Paid to CRUMP by SFA	\$120,971
Amount Paid to Rain for Rent by SFA	\$14,931
Amount Paid to ARNAUDO by SFA	\$39,000
Total Paid outside of Auburn Contract by SFA	\$64,407
Total Additional Cost Beyond 2006 Contract (2019 \$)	\$3,168,955
1/4 of Additional Cost added to DA Pump Station Cost (rounded)	\$792,000

Sources: City of Lathrop; Saybrook, LLC

**Table 5
Watershed 2 Costs**

Item	Unit	Unit Cost	QTY	Item Sub-Total
A. Storm Drain System WS2				
54" SD Pipe	LF	\$ 150	1699	\$ 254,850
72" SD Pipe	LF	\$ 220	3347	\$ 736,340
90" SD Pipe	LF	\$ 350	3737	\$ 1,307,950
Manholes	EA	\$ 5,000	33	\$ 165,000
SD Pump Station for WS2 (1/4 of total cost)	LS	\$ 1,750,000	1	\$ 1,750,000
CONSTRUCTION SUBTOTAL				\$ 4,214,140
Right of Way Acquisition	SF	\$2.00		\$ -
Contingencies		30%		\$ 1,264,242
Design / Plan Check / Bonding / Staking Inspection		20%		\$ 842,828
TOTAL WS2 (2016 Dollars)				\$ 6,321,210
TOTAL WS2 (2019 Dollars)				\$ 6,714,716
1/4 of Additional Costs For Pump Station				\$ 792,000
TOTAL WS2:				\$ 7,506,716

Source: MacKay & Somp; Goodwin Consulting Group

WATERSHED 2 FEE SERVICE AREA

WS 2 has 160.3 total net acres; ownership and acreage for each parcel are shown in Table 6 on the following page. The total net acreage excludes parcels that are owned by the City (191-200-20, 191-200-22), a parcel zoned as a future park (191-200-25), and estimated acreage of public roads. The area is planned for variable and high density residential and office/commercial.

WS2 CFF FEE

The WS2 Fee was calculated on a per-developable acre basis by dividing the total cost of WS2, (\$7,506,716), by the net acreage in the Watershed 2, 160.3 acres. This calculation results in a per-acre fee of \$46,829.

**Table 6
Watershed 2 Ownership and Acreage**

Watershed 2		
APN	Owner	Net Acreage
191-200-04	Cotton	1.0
191-200-10	Alamanor Shores	3.0
191-200-11	Alamanor Shores	2.6
191-200-14 & 15	Alamanor Shores	1.5
191-200-19	Lathrop Land Acquisition	8.4
191-200-20	City of Lathrop /1	0.8
191-200-21	Lathrop Land Acquisition	17.0
191-200-22	City of Lathrop /1	0.9
191-200-23	Lathrop Land Acquisition	10.8
191-200-24	Lathrop Land Acquisition	15.3
191-200-25	Lathrop Land Acquisition /2	4.5
191-200-27	Lathrop Land Acquisition	6.4
191-200-28	Lathrop Land Acquisition	11.0
191-200-29	Lathrop Land Acquisition	0.9
191-200-30	Lathrop Land Acquisition	1.0
191-200-31	Lathrop Land Acquisition	1.8
191-200-32	Lathrop Land Acquisition	1.7
191-200-33	Lathrop Land Acquisition	1.5
191-200-34	Lathrop Land Acquisition	7.9
191-200-35	Lathrop Land Acquisition	8.9
191-200-36	Lathrop Land Acquisition	8.8
191-200-37	Lathrop Land Acquisition	1.1
191-200-38	Lathrop Land Acquisition	1.1
191-200-39	Lathrop Land Acquisition	0.8
191-200-40	Lathrop Land Acquisition	1.0
191-210-07	Lathrop Land Acquisition	14.4
191-210-08	Lathrop Land Acquisition	18.7
191-210-17	Lathrop Land Acquisition	13.7
Total Net Acreage /3		160.3

1. Total Net Acreage excludes acreage associated with parcels that are owned by the City of Lathrop.
2. Total Net Acreage excludes acreage associated with parcels that are planned as a future park.
3. Total Net Acreage excludes 24.9 acres estimated for public roads.

Source: MacKay and Somps; Goodwin Consulting Group

5. STORM DRAINAGE SYSTEM IMPROVEMENTS – WATERSHED 4 CFF

This section of the report identifies the land acreage, costs, and the CFF rate required to fund the reimbursement of storm drainage infrastructure costs for Watershed 4.

WATERSHED 4 FACILITIES AND COSTS

Storm Drain System Improvements for WS 4 were constructed by the Prior Developer and/or Saybrook and consist of various size pipelines, manholes, 1/4 of the total pump station cost and costs associated with right-of-way acquisition, contingencies, and design, plan check, bonding, staking, and inspection. The total cost was \$5,286,045 in 2016. This cost was inflated using the ENR 20-City CCI to \$5,615,110 in 2019 dollars. Furthermore, 1/4 of additional pump station costs (Table 3 in prior chapter), equal to \$792,000 were added to the pump station cost. Table 7 shows the total cost of WS 4 facilities is \$6,407,110.

**Table 7
Watershed 4 Costs**

Item	Unit	Unit Cost	QTY	Item Sub-Total
A. Storm Drain System WS4				
54" SD Pipe	LF	\$ 150	457	\$ 68,550
60" SD Pipe	LF	\$ 175	270	\$ 47,250
72" SD Pipe	LF	\$ 220	3839	\$ 844,580
84" SD Pipe	LF	\$ 280	640	\$ 179,200
90" SD Pipe	LF	\$ 350	1627	\$ 569,450
Manholes	EA	\$ 5,000	13	\$ 65,000
SD Pump Station for WS4 (1/4 of total cost)	LS	\$ 1,750,000	1	\$ 1,750,000
CONSTRUCTION SUBTOTAL				\$ 3,524,030
Right of Way Acquisition	SF	\$2.00		\$ -
Contingencies		30%		\$ 1,057,209.00
Design / Plan Check / Bonding / Staking Inspection		20%		\$ 704,806.00
TOTAL WS4 (2016 Dollars)				\$ 5,286,045
TOTAL WS4 (2019 Dollars)				\$ 5,615,110
1/4 of Additional Costs For Pump Station				\$ 792,000
TOTAL WS4:				\$ 6,407,110

Source: MacKay & Samps; Goodwin Consulting Group

WATERSHED 4 FEE SERVICE AREA

WS 4 has 180.9 total net acres; ownership and acreage for each parcel are shown in Table 8 on the following page. The total net acreage excludes parcels that are owned by the City, a parcel zoned as a future park, and estimated acreage of public roads. The area is planned for variable density residential, mixed-use residential, neighborhood commercial, and office/commercial.

WS 4 FEE

The WS 4 Fee was calculated on a per-developable acre basis by dividing the total cost of WS 4, (\$6,407,110), by the net acreage in the Watershed 4, 180.9 acres. This calculation results in a per-acre fee of \$35,418.

**Table 8
Watershed 4 Ownership and Acreage**

Watershed 4		
APN	Owner	Net Acreage
191-210-09	Lathrop Land Acquisition	19.5
191-210-10	Lathrop Land Acquisition	19.0
191-220-10	Saybrook CLSP LLC (B)	2.3
191-220-11	Saybrook CLSP LLC	10.5
191-220-12	Saybrook CLSP LLC	1.0
191-220-13	Saybrook CLSP LLC	13.9
191-220-14	Dos Reis Ranch (A) /1	49.6
191-220-14	Dos Reis Ranch (B)	4.5
191-220-32	TAA	24.3
191-220-54	City of Lathrop /2	0.7
191-220-55	City of Lathrop /2	0.1
191-220-56	City of Lathrop /2	0.02
191-220-57	City of Lathrop /2	1.0
191-220-58	City of Lathrop /2	1.7
191-220-59	Dos Reis Ranch	2.8
191-220-60	Dos Reis Ranch (A)	33.5
Total Net Acreage /3		180.9

1. Total Net Acreage is reduced by 5.0 acres, to estimate the portion of the parcel that is planned for a future park.
2. Total Net Acreage excludes parcels that are owned by the City of Lathrop.
3. Total Net Acreage excludes 25.2 acres estimated for public roads.

Source: MacKay and Somps; Goodwin Consulting Group

WS 2 AND WS 4 BOUNDARIES

Exhibit 2 on the following pages shows the boundaries of WS2 and WS 4.

Exhibit 2 – WS 2 and WS 4 Boundaries

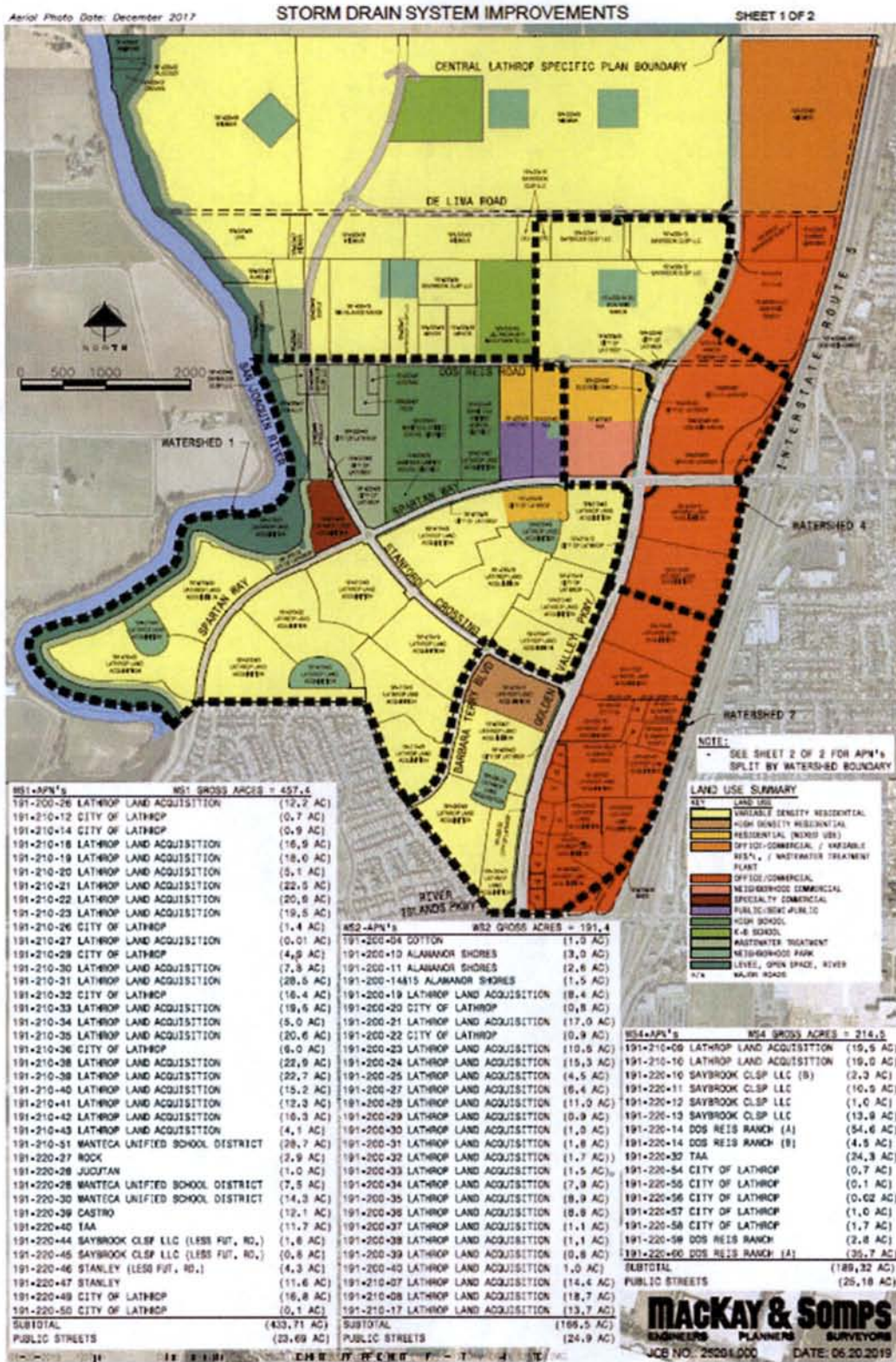
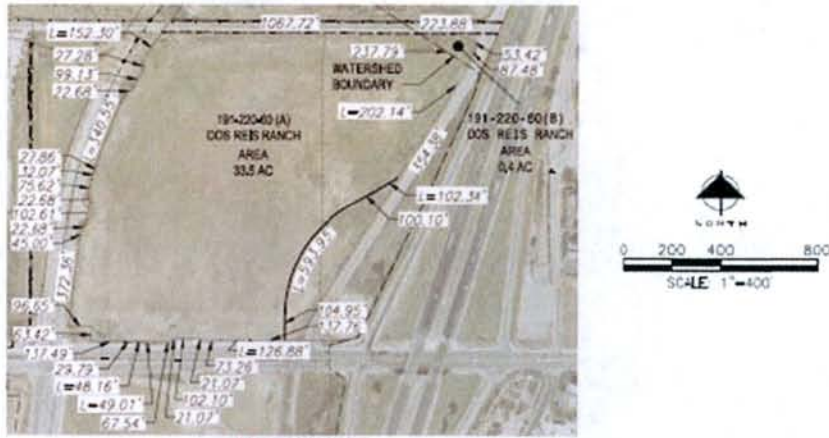
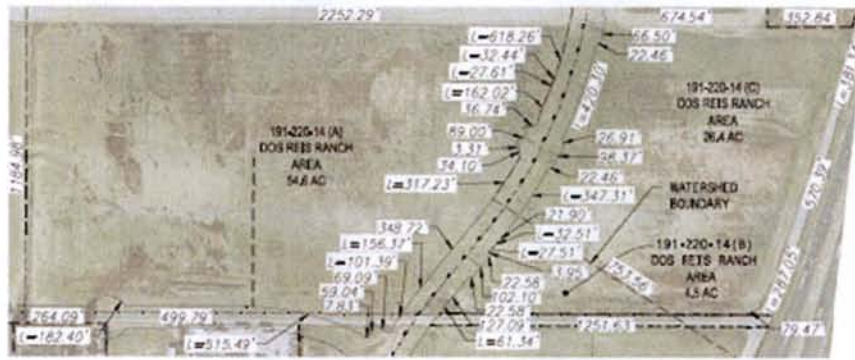
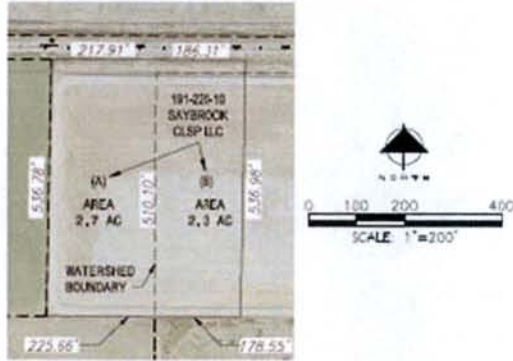


Exhibit 2 – WS 2 and WS 4 Boundaries (Continued)

Aerial Photo Date: December 2017

STORM DRAIN SYSTEM IMPROVEMENTS

SHEET 2 OF 2



06/20/2019 11:00 AM

PROJECT: ENERGY CENTER - TOWN OF LATHROP

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 JOB NO.: 25201.000 DATE: 06.20.2019

6. CITY FEE FOR REIMBURSEMENT OF ENTITLEMENT COSTS

The Entitlement Fee is a City planning fee pursuant to Section 65456 of the California Government Code. The amount of the fee shall be equal to each owner's fair share, based on the total developable acreage of the property, of the cost of preparing, adopting, and/or certifying, administering, and defending the CLSP, the CLSP EIR, and all other related documents and approvals benefitting the property. The total net acreage of the CLSP Fee Area is 1,128.6 acres.

REIMBURSEMENT OF ENTITLEMENT COSTS – CITY FEE CALCULATION

The estimated total paid by the Prior Developer and/or Saybrook for entitlements was \$3,400,000, in 2016 dollars. This cost is inflated by the ENR 20-City CCI and is \$3,611,656 in 2019 dollars. The total cost is divided by the total net acreage of the CLSP Area to calculate a fee of \$3,200 per acre. This fee will apply to all development in the entire CLSP area; however, Saybrook will receive fee credits and reimbursement since they and/or the Prior Developer funded these costs.

7. CITY FEE FOR REIMBURSEMENT OF PRIOR DEVELOPER ACCOUNT OPEN ITEMS

The Fee for reimbursement of Prior Developer Account Open Items is a City planning fee levied in accordance with Section 65456 of the California Government Code. Fee revenues will reimburse the City for staff time spent on the entitlement process for CLSP.

CITY FEE CALCULATION

The total estimated expense for City staff time was estimated to be \$190,864 in 2016 dollars. This cost is inflated by the ENR 20-City CCI and is \$202,746, in 2019 dollars. The total net acreage of the CLSP area is 1,128.6. The total cost was divided by the total net acreage of the CLSP area to calculate a fee of \$180 per acre. This fee will be applied to all development in the entire CLSP area.

8. NEXUS FINDINGS

Development in the CLSP will create a need for public facilities. 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 CFF fees is to provide funding for the Storm Drainage System infrastructure identified in this Fee Study.

Use of Fee

CFF revenue will be used to fund storm drainage infrastructure that has been identified by the City as necessary to serve new development in the CLSP.

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.

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 reimburse the Developer for the storm drainage facilities that have already been constructed and oversized for other development. These facilities will serve development in the CLSP 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 proportionate allocation of costs based on the amount of developable acreage. As a result, each property is allocated its fair share of the cost based on its impact.

By assigning the demand for infrastructure and facilities based on the developable acreage of each parcel 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 properties in the CLSP area.

9. FEE SUMMARY AND ESTIMATED CREDITS AND REIMBURSEMENTS

FEE SCHEDULE

Table 9 on the following page summarizes the proposed CLSP Fees and identifies the areas that will be subject to the fees.

The Entitlement Fee is a City planning fee and equals \$3,200 per net acre of development and will be levied throughout the CLSP area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in CLSP and also reimbursement from other developers in the CLSP area.

The Prior Developer Account Open Items fee is a City planning fee and equals \$180 per net acre of development and will also be levied throughout the CLSP area. The City of Lathrop funded these costs and therefore will receive reimbursement from all development in the CLSP area.

The WS 2 Fee is a capital facilities fee pursuant to Government Code 66000. The WS 2 Fee is \$46,829 per net acre of development and will be levied only in the Watershed 2 area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in WS 2 and also reimbursement from other developers in the WS 2 area.

The WS 4 Fee is also a capital facilities fee pursuant to Government Code 66000. The WS 4 Fee is \$35,418 per net acre of development and will be levied only in the Watershed 4 area. Because Saybrook and/or the Prior Developer funded these costs, Saybrook will receive fee credits for its development in WS 4 and also reimbursement from other developers in the WS 4 area.

Table 9 - CLSP Fee Summary

Reimbursable Item	Reimbursable			CLSP (Per Acre)	WS2 Area (Per Acre)	WS4 Area (Per Acre)
	Costs (2019 \$)	Net Acreage ¹	Fee Area			
1 Entitlement Fee	\$3,611,656	1,128.6	CLSP	\$3,200	-	-
2 Prior Developer Account Open Items Fee	\$202,746	1,128.6	CLSP	\$180	-	-
3 Storm Drainage Sys Improvements - WS2 Fee	\$7,506,716	160.3	WS2	-	\$46,829	-
4 Storm Drainage Sys Improvements - WS4 Fee	\$6,407,110	180.9	WS4	-	-	\$35,418
Total	\$17,728,228			\$3,380	\$46,829	\$35,418

1. Net acreage of CLSP excludes acreage associated with public uses, parks and open space, and major/existing roadways.

Net acreages for WS2 and WS4 do not include acreage owned by the City of Lathrop, or intended for parks, roadways, or other public uses.

Sources: MacKay & Soms; City of Lathrop

ESTIMATED CREDITS AND REIMBURSEMENTS FOR SAYBROOK

Table 10 below shows an estimate of the credits and reimbursements that Saybrook will be due based on the estimated net developable acres owned or controlled by the Developer compared to the total estimated net developable acreage in the CLSP area. As CLSP area develops, these numbers may change if the number of developable acres changes in comparison to the numbers in this Fee Study.

Table 10 - Estimated Credits and Reimbursements for Saybrook

Reimbursable Item	Reimbursable Costs (2019 \$)	Total Net Acreage ¹	Saybrook Net Acreage ²	Others Net Acreage ³	Estimated Saybrook Credits	Estimated Saybrook Reimbursements
2 Storm Drainage Sys Improvements - WS2	\$7,506,716	160.3	152.2	8.1	\$7,127,400	\$379,316
3 Storm Drainage Sys Improvements - WS4	\$6,407,110	180.9	66.2	114.7	\$2,344,669	\$4,062,441
Total	\$17,526,000				\$10,885,000	\$6,641,000

1. Net acreage of CLSP land excludes all land designated for public uses, parks and open space, and major/existing roadways.

Saybrook is assumed to develop 39% of total net acreage in the CLSP.

2. Includes parcels owned by Saybrook CLSP and Lathrop Land Acquisition.

3. Includes parcels owned by developers other than Saybrook CLSP and Lathrop Land Acquisition.

Sources: MacKay & Soms; City of Lathrop

10. FEE PROGRAM ADMINISTRATION

FEE IMPLEMENTATION

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

FEE ADJUSTMENTS

The CLSP Fees 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 CLSP Fees will be adjusted by the change in the Engineering News Record 20-City CCI over the prior calendar year. This Fee Study adjusted costs in this report based on the ENR 20-City CCI value of 11,186 for December 2018.

ANNUAL ADMINISTRATIVE DUTIES

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund
- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and

- the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
 - (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
 - (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

FIFTH-YEAR ADMINISTRATIVE DUTIES

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

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**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **LIGHTED CROSSWALK ON SPARTAN WAY AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Consider Adopting Resolution Approving the Installation of a Lighted Crosswalk on Spartan Way and Related Budget Amendment Associated with Traffic Calming Measures CIP PS 18-02**

SUMMARY:

On June 10, 2019, City Council requested that staff explore the option of installing in-roadway warning lights ("lighted") crosswalk on Spartan Way near Lathrop High School and the Generations Center (Attachment B). The installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program. Staff has conducted the necessary research and requests Council's consideration regarding the following options for lighted crosswalk improvements:

Option 1 – Install lighted crosswalk, signage, and manual pedestrian pushbuttons with a total estimated cost of \$40,000.

Option 2 – Install lighted crosswalk, signage, and automatic pedestrian detection system with a total estimated cost of \$50,000.

Option 3 – Install lighted crosswalk, signage, automatic pedestrian detection system and overhead warning lights with a total estimated cost of \$60,000.

All three options meet the criteria listed in the California Manual on Uniform Traffic Control Devices (MUTCD), Section 4N.02 "In-Roadway Warning Lights at Crosswalks."

Staff recommends that Council approve Option 1, installing the lighted crosswalk, signage, and manual pedestrian pushbuttons. Sufficient funds have not been allocated in the adopted Fiscal Year 2019/20 Budget within Traffic Calming Measures CIP PS 18-02. Staff is requesting that City Council approve a budget amendment allocating \$40,000 from Measure C Fund. At the June 25, 2019, Measure C Oversight Committee Meeting, staff made the Committee aware of this project. Once Council has selected an option, staff will return to the Committee for ratification of the expenditure to be in conformance with the intent of Measure C.

BACKGROUND:

City Council adopted a Traffic Calming Program to address local neighborhood traffic and safety concerns.

The Traffic Calming Program is intended to mitigate the concerns in a systematic and efficient manner. The Traffic Calming Program provides a broad range of possible solutions to neighborhood traffic concerns.

On June 10, 2019, City Council requested that staff explore the option of installing in-roadway warning lights ("lighted") crosswalk on Spartan Way near Lathrop High School and the Generations Center (Attachment B). The installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program, see (Attachment C) for an example of an in-roadway lighted crosswalk. Staff has conducted the necessary research and has provided three options for City Council to consider.

Option 1 – Install lighted crosswalk, signage, and manual pedestrian pushbuttons with a total estimated cost of \$40,000.

Option 2 – Install lighted crosswalk, signage, and automatic pedestrian detection system with a total estimated cost of \$50,000.

Option 3 – Install lighted crosswalk, signage, automatic pedestrian detection system and overhead warning lights with a total estimated cost of \$60,000.

According to the California Manual on Uniform Traffic Control Devices (MUTCD), Section 4N.02 "In-Roadway Warning Lights at Crosswalks", the decision to install lighted crosswalks should be based on the following criteria:

- A. They shall be installed along both sides of the crosswalk and shall span its entire length.
- B. They shall initiate operation based on pedestrian actuation and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
- C. They shall display a flashing yellow light when actuated. The flash rate shall be at least 50, but no more than 60, flash periods per minute. If they are flashed in a manner that includes a continuous flash of varying intensity and time duration that is repeated to provide a flickering effect, the flickers or pulses shall not repeat at a rate that is between 5 and 30 per second to avoid frequencies that might cause seizures.
- D. They shall be installed in the area between the outside edge of the crosswalk line and 10 feet from the outside edge of the crosswalk.
- E. They shall face away from the crosswalk if unidirectional, or shall face away from and across the crosswalk if bidirectional.

The installation of a lighted crosswalk with flashing warning signs would meet the aforementioned criteria and will improve pedestrian traffic crossing Spartan Way.

**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
LIGHTED CROSSWALK ON SPARTAN WAY**

REASON FOR RECOMMENDATION:

Staff recommends that Council approve Option 1, installing the lighted crosswalk, signage, and manual pedestrian pushbuttons as part of Traffic Calming Measures CIP PS 18-02. Option 1 meets the criteria listed in the California Manual on Uniform Traffic Control Devices (MUTCD), Section 4N.02 "In-Roadway Warning Lights at Crosswalks" and will improve pedestrian traffic crossing Spartan Way.

FISCAL IMPACT:

The total estimated cost for Option 1 – installing the lighted crosswalk, signage, and manual pedestrian pushbuttons is \$40,000. Staff requests City Council approve a budget amendment transferring \$40,000 from the following accounts to allocate sufficient funds for the aforementioned project:

Transfer Out (Measure C) 1060-99-00-990-90-10	\$40,000
Transfer In 3310-99-00-393-00-00	\$40,000
Increase Expenditure (PS 18-02) 3310-80-00-420-12-00-00	\$40,000


At the June 25, 2019, Measure C Oversight Committee Meeting, staff made the Committee aware of this project. Once Council has selected an option, staff will return to the Committee for ratification of the expenditure to be in conformance with the intent of Measure C.

ATTACHMENTS:

- A. Resolution Approving the Installation of a Lighted Crosswalk on Spartan Way and Related Budget Amendment Associated with Traffic Calming Measures CIP PS 18-02
- B. Vicinity Map of the crosswalk on Spartan Way near Lathrop High School and the Generations Center
- C. Example of In-roadway Lighted Crosswalk

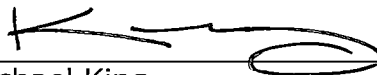
**CITY MANAGER'S REPORT
JULY 8, 2019, CITY COUNCIL REGULAR MEETING
LIGHTED CROSSWALK ON SPARTAN WAY**

APPROVALS:



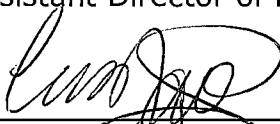
Steven Medina
Assistant Engineer

Date 6/26/19



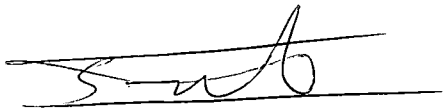
Michael King
Assistant Director of Public Works

Date 6-26-19



Cari James
Finance & Administrative
Services Director

Date 6/27/19



Salvador Navarrete
City Attorney

Date 6-27-19



Stephen J. Salvatore
City Manager

Date 6-30-19

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE INSTALLATION OF A LIGHTED CROSSWALK ON SPARTAN WAY AND RELATED BUDGET AMENDMENT ASSOCIATED WITH TRAFFIC CALMING MEASURES CIP PS 18-02

WHEREAS, on June 10, 2019, City Council requested that staff explore the option of installing in-roadway warning lights ("lighted") crosswalk on Spartan Way near Lathrop High School and the Generations Center; and

WHEREAS, the installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program; and

WHEREAS, Staff has conducted the necessary research and has provided three options for City Council to consider:

Option 1 – Install lighted crosswalk, signage, and manual pedestrian pushbuttons. Estimated cost of \$40,000

Option 2 – Install lighted crosswalk, signage, and automatic pedestrian detection system. Estimated cost of \$50,000

Option 3 – Install lighted crosswalk, signage, automatic pedestrian detection system and overhead warning lights. Estimated cost of \$60,000; and

WHEREAS, all three options meet the criteria listed in the California Manual on Uniform Traffic Control Devices (MUTCD), Section 4N.02 "In-Roadway Warning Lights at Crosswalks"; and

WHEREAS, staff recommends that Council approve Option 1, installing the lighted crosswalk, signage, and manual pedestrian pushbuttons; and

WHEREAS, sufficient funds have not been allocated in the adopted Fiscal Year 2019/20 Budget within Traffic Calming Measures CIP PS 18-02; and

WHEREAS, staff is requesting that City Council approve a budget amendment allocating \$40,000 from Measure C Fund; and

WHEREAS, at the June 25, 2019, Measure C Oversight Committee Meeting, staff made the Committee aware of this project. Once Council has selected an option, staff will return to the Committee for ratification of the expenditure to be in conformance with the intent of Measure C.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Option 1, installing the lighted crosswalk, signage, and manual pedestrian pushbuttons at Spartan Way; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment:

Transfer Out (Measure C)	
1060-99-00-990-90-10	\$40,000
Transfer In	
3310-99-00-393-00-00	\$40,000
Increase Expenditure (PS 18-02)	
3310-80-00-420-12-00-00	\$40,000

The foregoing resolution was passed and adopted this 8th day of July 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

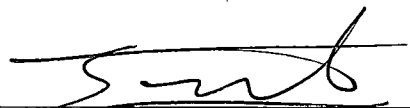
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Vicinity Map



Example of In-roadway Lighted Crosswalk

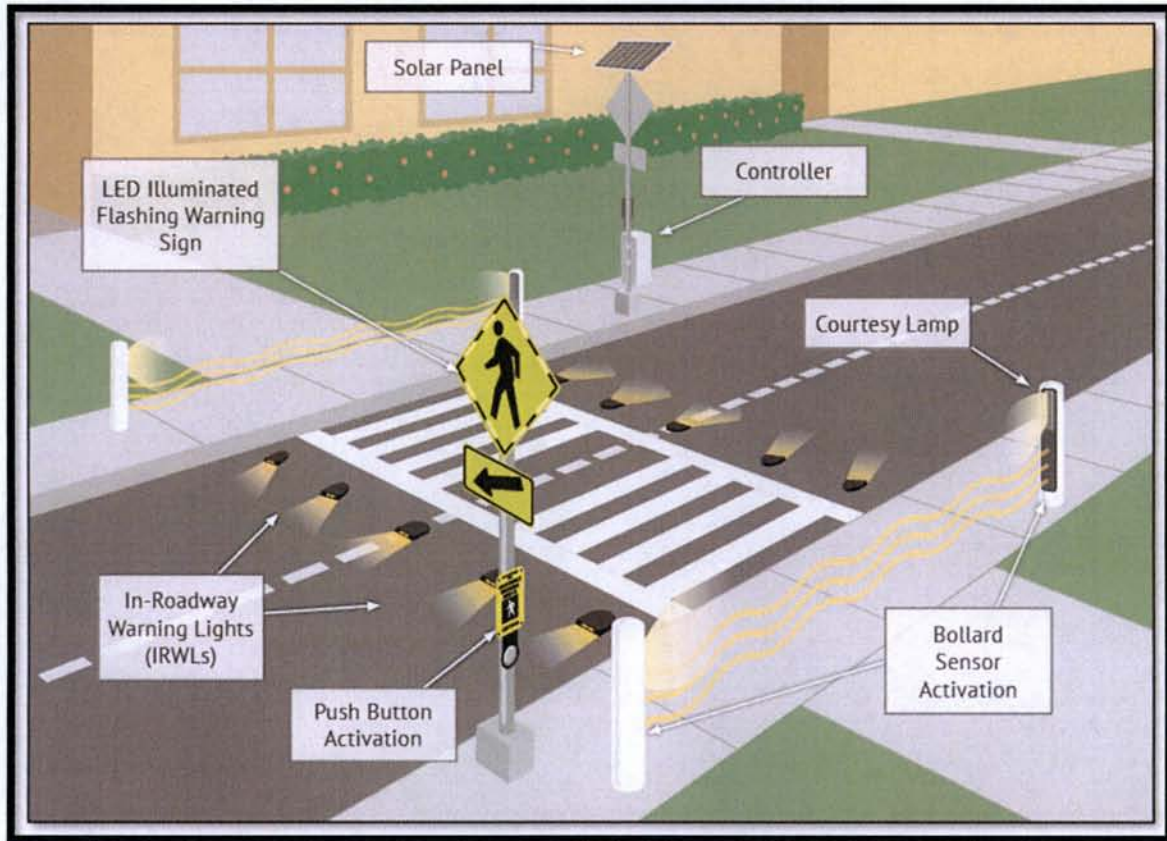
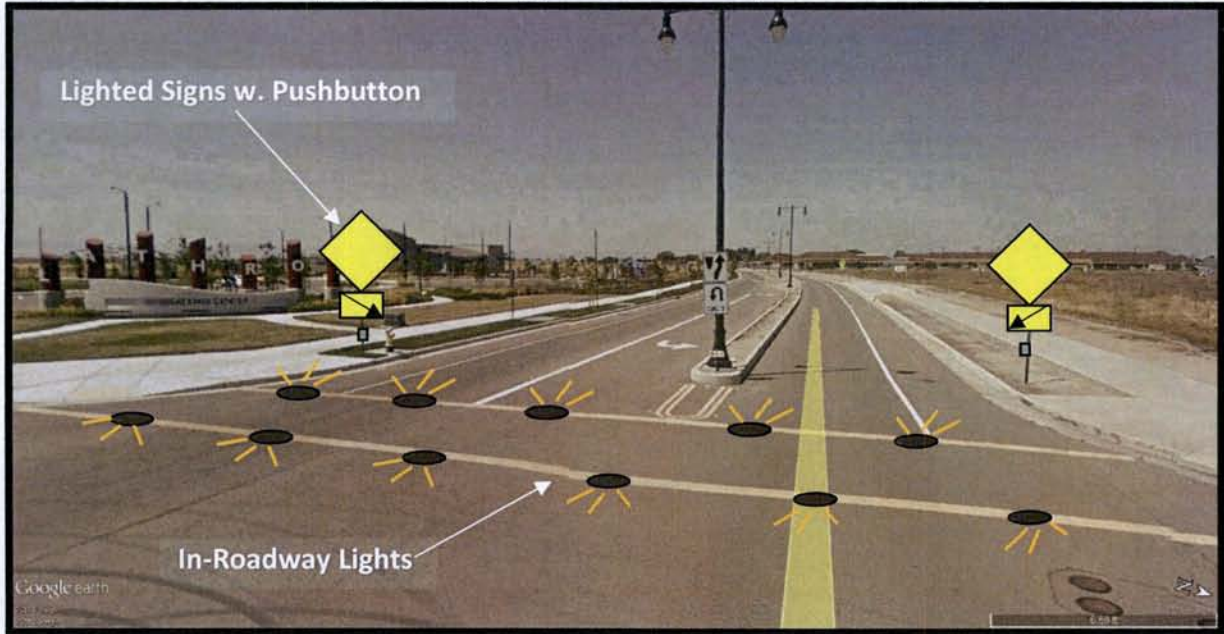


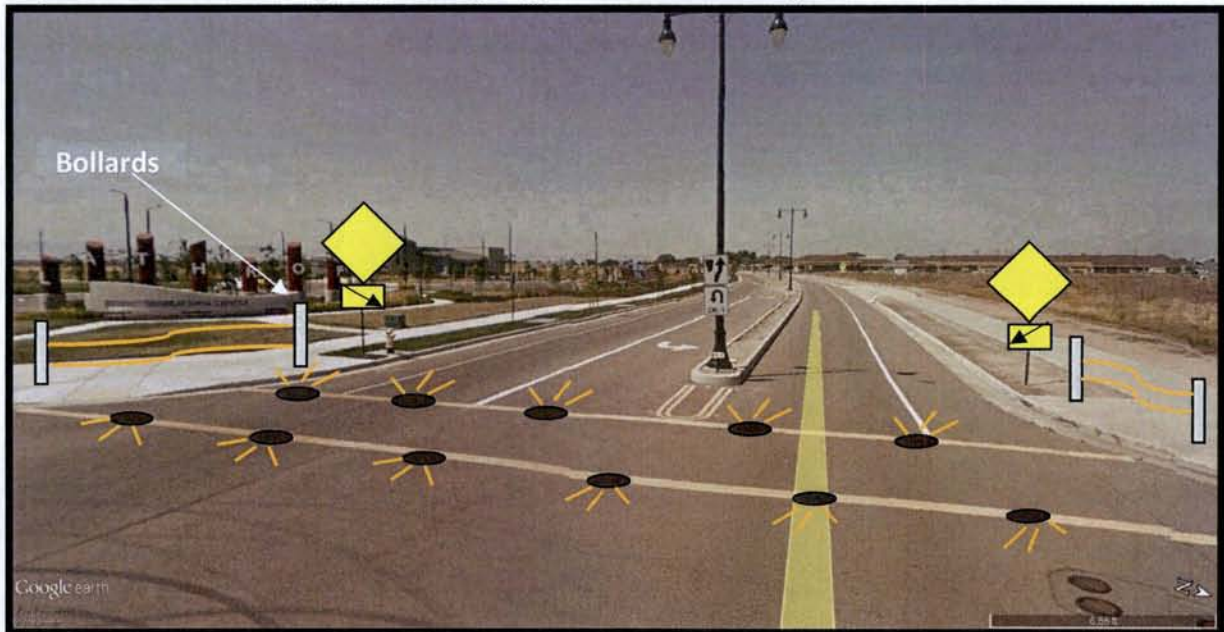
Illustration taken from <https://www.lightquardsystems.com/smart-crosswalk-in-roadway-warning-light-irwl-system/> on June 25, 2019.

Attachement C: Example of In-roadway Lighted Crosswalk

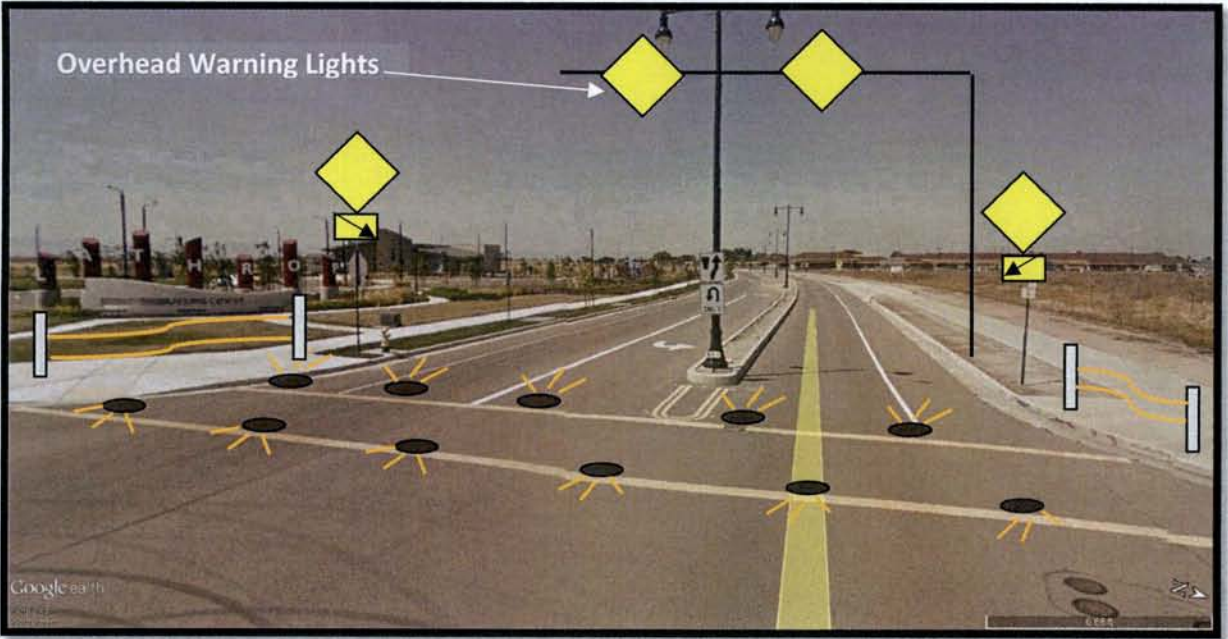
Option 1: In-roadway lights, signage and manual pedestrian pushbuttons



Option 2: In-roadway lights, signage and automatic pedestrian detection



Option 3: In-roadway lights, signage, automatic pedestrian detection and overhead warning lights



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